



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 45]

नई दिल्ली, नवम्बर 2—नवम्बर 8, 2003, शनिवार/कार्तिक 11—17, 1925

No. 45]

NEW DELHI, NOVEMBER 2—NOVEMBER 8, 2003, SATURDAY/KARTIKA 11—17, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 29 अक्टूबर, 2003

का०आ० 3162.—केन्द्रीय सरकार एतद्वारा आतंकवाद निरोधक अधिनियम, 2002 (2002 का अधिनियम सं. 15) की धारा 28 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो, नई दिल्ली के सर्वश्री आर० के० सैनी और डी० आर० शंखवार, वरिष्ठ लोक अभियोजकों को सक्षम अधिकारिता के न्यायालय में नियमित मामला सं० आरसी 4 (एस)/2002/एसआईसी-4/नई दिल्ली (डीएफओ संजय कुमार सिंह की हत्या का मामला) और दिल्ली विशेष पुलिस स्थापना द्वारा उक्त अधिनियम के अंतर्गत अन्वेषित अथवा संस्थित और उससे संबंधित अथवा आनुषंगिक किसी अन्य मामले के अभियोजक का संचालन करने के लिए वरिष्ठ लोक अभियोजक के रूप में नियुक्त करती है।

[सं० 225/1/2003-डीएसपीई]

शुभा ठाकुर, अवर सचिव

CABINET SECRETARIAT

New Delhi, the 29th October, 2003

S.O. 3162.—In exercise of the powers conferred by Sub-section (1) of Section 28 of the Prevention of

3159 GI/2003

Terrorism Act, 2002 (Act No. 15 of 2002), the Central Government hereby appoints S/Shri R. K. Saini, and D. R. Sankhwar, Senior Public Prosecutors, Central Bureau of Investigation, New Delhi as Special Public Prosecutors for conducting prosecution of Regular Case No. RC-4(S)/2002/SIC. IV/ New Delhi (DFO Sanjay Kumar Sing murder case) and any other matter connected therewith or incidental thereto investigated or instituted by Delhi Special Police Establishment under the said Act, in the court of competent jurisdiction.

[F.No. 225/1/2003-DSPE]

SHUBHA THAKUR, Under Secy.

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 30 अक्टूबर, 2003

का०आ० 3163.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (6) के खण्ड (क) के उपखण्ड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार 24 सितम्बर, 1993 की अपनी पिछली अधिसूचना सं० 10(12)/93

(7177)

डेव० का अतिक्रमण करते हुए उक्त उपखण्ड के प्रयोजन के लिए अब 1 जुलाई, 2003 से केवल उन्हीं प्राथमिक सहकारी बैंकों को वित्तीय संस्थाओं के रूप में अधिसूचित करती है जिन्हें लाइसेंस दिया गया है और जिनकी मांग और मीयादी देयताएं 250 करोड़ रुपए से कम नहीं हैं।

[फा. सं. 14-13/2003-एसी]

मंगल मराण्डी, अवर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 30th October, 2003

S.O. 3163.—In exercise of the powers conferred by Sub-clause (iii) of clause (a) of Sub-section (6) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), Central Government, in supersession of the earlier Notification No. 10(12)/93-Dev. dated 24 September, 1993, notifies that henceforth only such of the primary cooperative banks which are licensed and whose Demand and Time Liabilities are not less than Rs. 250 crores as financial institutions for the purpose of the said Sub-clause, with effect from 1st July, 2003.

[F. No. 14-13/2003-AC]

MANGAL MARNDI, Under Secy.

(बीमा खंड)

नई दिल्ली, 31 अक्टूबर, 2003

का०आ० 3164.—केन्द्रीय सरकार, भारतीय जीवन बीमा निगम वर्ग 3 और 4 कर्मचारी (सेवा के निबंधनों और शर्तों का पुनरीक्षण) नियम 1985 के नियम 13 के उप नियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्धारित करती है कि वर्ग 3 और वर्ग 4 के कर्मचारियों से प्रत्येक को 1 अप्रैल, 2002 को आरम्भ होने वाली और 31 मार्च, 2003 को समाप्त होने वाली अवधि के लिए बोनस के बदले में संदाय, उक्त उप नियम में अन्य उपबंधों के आधीन रखते हुए उसके संबलम के 15 प्रतिशत की दर पर किया जाएगा।

[फा० सं० 2(15)/96/बीमा-III]

डी० आर० भल्ला, अवर सचिव

(INSURANCE DIVISION)

New Delhi, the 31st October, 2003

S.O. 3164.—In exercise of the powers conferred by Sub-rule (2) of rule 13 of the Life Insurance Corporation of India Class III and Class IV Employees (Revision of Terms and conditions of service) Rules, 1985, the Central Government hereby determine that, subject to the other provisions of the said Sub-rule, the payment in lieu of bonus for the period commencing on 1st day of April, 2002 and ending with 31st March, 2003 to every Class III and Class IV employee shall be at the rate of 15 per cent of his/her salary.

[F. No. 2(15)96/Ins-III]

D. R. BHALLA, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 30 अक्टूबर, 2003

का०आ० 3165.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अनुसूची के भाग-I में क्रम संख्या 50 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

50	दंत शल्य चिकित्सा में स्नातक	बी. डी. एस.
हिमाचल प्रदेश	यह अर्हता एम. एन. डी. ए. वी.	(हिमाचल
विश्वविद्यालय,	डेन्टल कालेज एवं हॉस्पिटल,	प्रदेश
शिमला	सोलन (हिमाचल प्रदेश) के	विश्वविद्यालय)
	बी.डी.एस. छात्रों के संबंध में	
	एक मान्यता प्राप्त दन्त चिकित्सा	
	अर्हता होगी यदि यह 4 जुलाई,	
	2003 को अथवा उसके बाद प्रदान	
	की गई हो।	

[सं० वी-12017/27-ए/97-पी एम एस]

अवधेश कुमार सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 30th October, 2003

S.O. 3165.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following further amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule against Serial Number 50 and the entries relating thereto, the following entries shall be added, namely :—

50. Himachal Pradesh University, Shimla	Bachelor of Dental Surgery The dental qualification shall be recognized qualification in respect of BDS students of M.N.D.A.V. Dental College and Hospital, Solan (H.P.) when granted on or after 04-07-2003.	BDS (Himachal Pradesh University)
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[No. V-12017/27-A/97-PMS]

A. K. SINGH, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 30 अक्टूबर, 2003

का०आ० 3166.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1368 : 2003— बंधक (फास्टनर्स)—बाहरी आई.एस.ओ. मीटरी चूड़ी वाले सिरे के भाग (चौथा पुनरीक्षण)	आईएस 1368 : 1987	2003-01-31
2.	आईएस 1715 : 2002— स्व- धारक टेपर्स—आयाम (तीसरा पुनरीक्षण)	आईएस 1715 : 1986	2002-07-31
3.	आईएस 3025(भाग 52) : 2003— जल एवं अपशिष्ट जल के नमूने लेना और परीक्षण (भौतिक एवं रासायनिक) की विधियां भाग 52 क्रोमियम (पहला पुनरीक्षण)	—	2003-02-28
4.	आईएस 3025(भाग 53) : 2003— जल एवं अपशिष्ट जल के नमूने लेना और परीक्षण (भौतिक एवं रासायनिक) की विधियां भाग 53 लौह (पहला पुनरीक्षण)	—	2003-02-28
5.	आईएस 3025(भाग 54) : 2003— जल एवं अपशिष्ट जल के नमूने लेना और परीक्षण (भौतिक एवं रासायनिक) की विधियां भाग 54 निकिल (पहला पुनरीक्षण)	—	2003-02-28
6.	आईएस 5023 : 2003— दांत यूनिट (पहला पुनरीक्षण)	आईएस 5023 : 1969	2003-02-28
7.	आईएस 5099 : 2003— ऐंठित बरमों की तकनीकी पूर्ति शर्तें (दूसरा पुनरीक्षण)	आईएस 5099 : 1983	2003-02-28
8.	आईएस 5228 : 2003— एरियल रज्जुमार्ग यात्रियों के परिवहन के लिए स्थिर पकड़ सहित एक केबल वाले लगातार संचलन के लिए रज्जुमार्ग के निर्माण की रीति संहिता (पहला पुनरीक्षण)	आईएस 5228 : 1969	2003-03-31

(1)	(2)	(3)	(4)
9.	आईएस 5591 : 2003— क्लोरोबेन्जीन-विशिष्ट (पहला पुनरीक्षण)	आईएस 5591 : 1969	2003-02-28
10.	आईएस 6689 : 2003— दृढीकृत इस्पात और मार्टेन्साइट स्टेनलैस इस्पात के समानांतर पिन (डोवेल पिन) (पहला पुनरीक्षण)	आईएस 6689 : 1972	2003-01-31
11.	आईएस 6712 : 2003— ओरथो डाईक्लोरोबेन्जीन-विशिष्ट (पहला पुनरीक्षण)	आईएस 6712 : 1972	2003-01-31
12.	आईएस 7113 : 2003— नहरों के मिट्टी-सीमेंट अस्त्र-रीति संहिता (पहला पुनरीक्षण)	आईएस 7113 : 1973	2003-01-31
13.	आईएस 7348 (भाग 1) : 2003— दंत पारिभाषिक शब्दावली भाग 1 सामान्य और रोग-विषयक शब्द	—	2003-03-31
14.	आईएस 7348 (भाग 2) : 2003— दंत पारिभाषिक शब्दावली भाग 2 दंत सामग्रियां	आईएस 7348 : 1975	2003-03-31
15.	आईएस 7778 (भाग 1) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 1 ऐंठित बरमें, काउंटरसिंक एवं काउंटरबोरस (पहला पुनरीक्षण)	आईएस 7778 (भाग 1) : 1975	2003-01-31
16.	आईएस 7778 (भाग 2) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 2 रीमर्स (पहला पुनरीक्षण)	आईएस 7778 (भाग 2) : 1975	2003-01-31
17.	आईएस 7778 (भाग 3) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 3 सलीक्स, सॉकेट्स और एडाप्टर्स (पहला पुनरीक्षण)	आईएस 7778 (भाग 3) : 1975	2003-01-31
18.	आईएस 7778 (भाग 4) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 4 सक्रुईंग टैप्स, डाइस और नरलिंग औजार (पहला पुनरीक्षण)	आईएस 7778 (भाग 4) : 1975	2003-01-31
19.	आईएस 7778 (भाग 5) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 5 मिलिंग कटर्स (पहला पुनरीक्षण)	आईएस 7778 (भाग 5) : 1975	2003-01-31

(1)	(2)	(3)	(4)
20.	आईएस 7778 (भाग 6) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 6 मिलिंग आरबार और एसेसरिस (पहला पुनरीक्षण)	आईएस 7778(भाग 6) : 1975	2003-01-31
21.	आईएस 7778 (भाग 7) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 7 गीयर कटिंग टूल्स और ब्रोचस (पहला पुनरीक्षण)	आईएस 7778(भाग 7) : 1975	2003-01-31
22.	आईएस 7778 (भाग 8) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 8 आरियां (पहला पुनरीक्षण)	आईएस 7778(भाग 8) : 1975	2003-01-31
23.	आईएस 7778 (भाग 9) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 9 सिंगल प्वाइंट (एच एस एस और कारबाईड टिप वाले) औजार (पहला पुनरीक्षण)	आईएस 7778(भाग 9) : 1975	2003-01-31
24.	आईएस 7778 (भाग 10) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 10 कारबाईड टिप्स और इन्ड्रैक्सबल इंसर्ट्स (पहला पुनरीक्षण)	आईएस 7778(भाग 10) : 1975	2003-01-31
25.	आईएस 7778 (भाग 11) : 2003— छोटे औजारों की नमूना निरीक्षण की प्रक्रिया भाग 11 कठोर धातु के बर्स (पहला पुनरीक्षण)	आईएस 7778(भाग 11) : 1975	2003-01-31
26.	आईएस 7910 : 2003— मोनोइथनोलअमीन-विशिष्ट (पहला पुनरीक्षण)	आईएस 7910 : 1975	2003-01-31
27.	आईएस 8346 : 2003— दांत शल्यक्रिया का स्टूल (पहला पुनरीक्षण)	आईएस 8346 : 1977	2003-02-28
28.	आईएस 9401 (भाग 3) : 2003— नदी घाटी परियोजनाओं में कार्य मापन की पद्धति (बांध और सम्बद्ध ढांचे) भाग 3 घोल अभिपूरण (दूसरा पुनरीक्षण)	आईएस 9401(भाग 3) : 1994	2003-02-28
29.	आईएस 9825 : 2003— क्लोरीन की गोलियां-विशिष्ट (दूसरा पुनरीक्षण)	आईएस 9825 : 1993	2003-02-28

(1)	(2)	(3)	(4)
30.	आईएस 10232 : 2003— खाद्य पदार्थों के सूक्ष्म जैविकीय परीक्षणों के लिए प्रारंभिक सस्पेंशन एवं डेसीमल डाइल्यूशन तैयार के सामान्य नियम (पहला पुनरीक्षण)	आईएस 10232 : 1982	2003-02-28
31.	आईएस 10512 : 2003— बिटुमन में मोम का अंश ज्ञात करने की पद्धति-विशिष्ट (पहला पुनरीक्षण)	आईएस 10512 : 1983	2003-01-31
32.	आईएस 10663 : 2003— दांत घूर्णी उपकरण—इस्पात और कार्बाइड बर (पहला पुनरीक्षण)	आईएस 10663 : 1983	2003-02-28
33.	आईएस 12432 (भाग 3) : 2002— स्त्रे प्रयुक्त रोधन का अनुप्रयोग—रीति संहिता भाग 3 पॉलीयूरेथेन/पॉलीआइसोसाइनूरेट	—	2002-12-31
34.	आईएस 12655 (भाग 4) : 2003— चिकित्सीय उपयोग के लिए निषेचन (फाण्ट) उपस्कर भाग 4 इकहरे उपयोग के लिए निषेचन सेट, गुरुत्व फीड (पहला पुनरीक्षण)	आईएस 12655 (भाग 4) : 1988	2003-02-28
35.	आईएस 13547 (भाग 1) : 2003— औद्योगिक रोबोट को चलाने की युक्ति—यांत्रिक इन्टरफेस भाग 1 पट्टियां (फार्म ए) (पहला पुनरीक्षण)	आईएस 13547 (भाग 1) : 1993	2003-02-28
36.	आईएस 13550 : 2003— सूचना एवं प्रलेखन—शब्दावली (पहला पुनरीक्षण)	—	2003-02-28
37.	आईएस 13730 (भाग 0/अनु. 5) : 2003— विशेष प्रकार के कुंडलन तारों की विशिष्टि भाग 0 सामान्य अपेक्षाएं अनुभाग 5 काँच तन्तु गुम्फित रेजिन अथवा वार्निश संसेचित, अनावरित अथवा इनैमलित आयताकार तौबे का तार	—	2003-03-31
38.	आईएस 13731 : 2003— मालधारक आधान - आधान उपकरण ऑकड़ा विनियम (सी ई डी ई एक्स) सामान्य संप्रेषण कोड (पहला पुनरीक्षण)	आईएस 13731 : 1993	2003-03-31
39.	आई एस 14173 (भाग 1) : 2003— पहचान पत्र - जारीकर्ता की पहचान भाग 1 संख्यांकन तंत्र (पहला पुनरीक्षण)	आईएस 14173 (भाग 1) : 1994	2003-02-28

(1)	(2)	(3)	(4)
40.	आईएस 14173 (भाग 2) : 2003— पहचान पत्र—जारीकर्ता की पहचान भाग 2 आवेदन और पंजीकरण प्रक्रिया (पहला पुनरीक्षण)	आईएस 14173(भाग 2) : 1994	2003-02-28
41.	आईएस 14202 (भाग 1) : 2003— पहचान पत्र—संपर्क सहित एकीकृत परिपथ भाग 1 भौतिक लक्ष्य (पहला पुनरीक्षण)	आईएस 14202(भाग 1) : 1995	2003-02-28
42.	आईएस 14202 (भाग 2) : 2003— पहचान पत्र—संपर्क सहित एकीकृत परिपथ भाग 2 संपर्कों का विस्तार और अवस्थिति (पहला पुनरीक्षण)	आईएस 14202(भाग 2) : 1995	2003-02-28
43.	आईएस 14768 (भाग 2) : 2003— विद्युत संस्थापन के लिए नलिका फिटिंग— विशिष्ट भाग 2 धातु कन्ड्यूट फिटिंग	आईएस 2667 : 19882003-02-28	
44.	आईएस 15266 : 2003— जल-पोत निर्माण और समुद्र में प्रयोग हेतु संरचनाएं—जल-पोत की आयताकार खिड़की के लिए गर्म की जाने वाली काँच फलक	—	2003-01-31
45.	आईएस 15267 : 2003— जिओलाईट डिटरजेन्ट ग्रेड - विशिष्ट	—	2003-01-31
46.	आईएस 15269 : 2003— प्रकाशिकी और प्रकाशिक उपकरण— माइक्रोस्कोप—आवर्धन	—	2003-02-28
47.	आईएस 15272 : 2003— कारवां के लिये आच्छादन - सुरक्षा अपेक्षाएं	—	2003-02-28
48.	आईएस 15273 : 2003— पूरी तरह भौतिक साधनों द्वारा संरक्षित सन्द्रित संतरे का रस - विशिष्ट	—	2003-01-31
49.	आईएस 15274 : 2003— बंधकों के लिए छूटें - काबले, पेंच और ढिबरियों के लिए प्लेन वाशर्स - उत्पाद ग्रेड ए एवं सी	—	2003-02-28
50.	आईएस 15281 : 2003— सूचना एवं प्रलेखन - अंतर्राष्ट्रीय मानक तकनीकी रिपोर्ट संख्या (अं मा रि सं)	—	2003-02-28
51.	आईएस 15282 : 2003— आवधिक पत्रिकाओं की डायरेक्टरी में प्रविष्टियाँ	—	2003-01-31
52.	आईएस 15284 (भाग 1) : 2003— भूमि सुधार के डिजाइन और संरचना - मार्गदर्शी सिद्धांत भाग 1 पाषाण स्तंभ	—	2003-01-31

(1)	(2)	(3)	(4)
53.	आईएस 15286 : 2003- संवेदी विश्लेषण - कार्य पद्धति - नमूनों को तैयार करने के लिए दिशानिर्देश जिसके प्रत्यक्ष संवेदी विश्लेषण नहीं हैं	—	2003-02-28
54.	आईएस 15287 (भाग 2) : 2003- लेपित अपघर्षक - कण साइज का विश्लेषण भाग 2 बृहत रोड़ी पी 12 से पी 220 तक में कण साइज वितरण ज्ञात करना	—	2003-01-31
55.	आईएस 15287 (भाग 3) : 2003- लेपित अपघर्षक - कण साइज का विश्लेषण भाग 3 बृहत रोड़ी पी 240 से पी 2500 तक में कण साइज वितरण ज्ञात करना	—	2003-02-28
56.	आईएस 15288 (भाग 1) : 2003- बंधित अपघर्षक - कण साइज ज्ञात करना और उनका वितरण भाग 1 बृहत रोड़ी एफ 4 से एफ 220 तक	—	2003-02-28
57.	आईएस 15288 (भाग 2) : 2003- बंधित अपघर्षक - कण साइज ज्ञात करना और उनका वितरण भाग 2 स्थूल कण एफ 230 से एफ 1200 तक	—	2003-02-28
58.	आईएस 15289 : 2003- अपघर्षी बृहत कण - स्थूल घनत्व ज्ञात करना	—	2003-02-28
59.	आईएस 15291 : 2003- औद्योगिक रोबोट को चलाने की युक्ति - स्वचालित एण्ड इफैक्टर विनिमयतंत्र - शब्दावली व लक्षण की प्रस्तुति	—	2003-03-31
60.	आईएस 15295 : 2003- विद्युत प्रतिरोधी वेल्लिंग - वेल्लिंग गन्स के लिए समेकित ट्रांसफार्मर	—	2003-02-28
61.	आईएस 15296 : 2003- औद्योगिक स्वचालन तंत्र - समेकित निर्माण तंत्रों की सुरक्षा - आधारभूत अपेक्षाएं	—	2003-02-28
62.	आईएस 15297:2003- बंधित एब्रेसिब उत्पाद-वितरित पोषण चक्रों का अनुमत असंतुलन - परीक्षण	—	2003-02-28
63.	आईएस 15304:2003- विद्युत निक्षेपन के लिए डाइपोटाशियम हाइड्रोजन फॉस्फेट-विशिष्ट	—	2003-02-28
64.	आईएस 15308:2003- वायु आकाशीय-इन्सर्ट, सेल्फ लॉकिंग, एम जे चूड़ी वाले संवृत टाइप, धात्विक सामग्री के, लेपित अथवा अलेपित-आयाम	—	2003-02-28

(1)	(2)	(3)	(4)
65.	आईएस 15309 : 2003— कार्यस्थल पर वायु—विविक्त सीसा और सीसे के यौगिक ज्ञात करना—ज्वाला अथवा विद्युत तापीय परमाणु अवशोषण— स्पेक्ट्रोमीटरी विधि	—	2003-03-31
66.	आईएस 15310 : 2003— पंप की हौदी अन्तर्गाही मुख का जलीय डिजाइन—मार्गदर्शी सिद्धान्त	—	2003-02-28
67.	आईएस 15311 (भाग 2) : 2003— दोत घूर्णी उपकरण—शैन्क भाग 2 प्लास्टिक के बने शैन्क	—	2003-02-28
68.	आईएस 15313 : 2003— औद्योगिक प्रयोग के लिए सिलाई मशीन के कंपन मापन की विधि	—	2003-02-28
69.	आईएस 15315 : 2003— संवेदी विश्लेषण—पद्धति—सुगंध प्रोफाइल पद्धतियाँ	—	2003-02-28
70.	आईएस 15316 : 2003— संवेदी विश्लेषण—परीक्षण कक्षों के डिजाइन के लिए सामान्य दिशानिर्देश	—	2003-02-28
71.	आईएस 15317 (भाग 2) : 2003— संवेदी विश्लेषण—मूल्यांककों के चयन, प्रशिक्षण एवं नियंत्रण के लिए सामान्य दिशानिर्देश भाग 2 विशेषज्ञ	—	2003-02-28
72.	आईएस 15318 : 2003— ओपन फ्रंट यांत्रिक पावर प्रेस—शब्दावली	—	2003-02-28
73.	आईएस 15320 : 2003— प्राकृतिक गैस—वाहनों के लिए संपीडित ईंधन के रूप में प्रयुक्त प्राकृतिक गैस की गुणता के अभिनाम	—	2003-03-31

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में ब्रिकी हेतु उपलब्ध हैं।

[सं. केप्रचि/13:2]

एम. ए. यू. खान, उप महानिदेशक

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 30th October, 2003

S.O. 3166.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, If any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 1368 : 2003— Fasteners—ends of parts with external ISO metric thread (Fourth Revision)	IS 1368 : 1987	2003-01-31
2.	IS 1715 : 2003— Self-Holding tapers— Dimensions (Third Revision)	IS 1715 : 1986	2002-07-31
3.	IS 3025 (Pt : 52) : 2003— Methods of sampling and test (Physical and Chemical) for water and waste water Part 52 : Chromium (First Revision)	—	2003-02-28
4.	IS 3025 (Part : 53) : 2003— Methods of sampling and test (Physical and Chemical) for water and waste water Part 53 : Iron (First Revision)	—	2002-02-28
5.	IS 3025 (Part : 54) : 2003— Methods of sampling and test (physical and Chemical) for water and waste water Part 54 : Nickel (First Revision)	—	2002-02-28
6.	IS 5023 : 2003— Dental units (First Revision)	IS 5023 : 1969	2003-02-28

(1)	(2)	(3)	(4)
7.	IS 5099 : 2003— Technical Supply conditions for twist drills (Second Revision)	IS 5099 : 1983	2003-02-28
8.	IS 5228 : 2003— Continuous movement Monocable ropeways with fixed grips intended for trans- portation of passengers—code of practice for construction (First Revision)	IS 5228 : 1969	2003-03-31
9.	IS 5591 : 2003— Chlorobenzene—specification (First Revision)	IS 5591 : 1969	2003-02-28
10.	IS 6689 : 2003— Parallel pins of hardened steel and martenistic stainless steel (Dowel pins) (First Revision)	IS 6689 : 1972	2003-01-31
11.	IS 6712 : 2003— o-Dichlorobenzene— specification (First Revision)	IS 6712 : 1972	2003-01-31
12.	IS 7113 : 2003— Soil-Cement lining for canals—code of practice (First Revision)	IS 7113 : 1973	2003-01-31
13.	IS 7348 (Pt. 1) : 2003— Dental vocabulary Part 1 : General and clinical terms	—	2003-03-31
14.	IS 7348 (Pt. 2) : 2003— Dental vocabulary Part 2 : Dental materials (First Revision)	IS 7348 : 1975	2003-03-31
15.	IS 7778 (Pt. 1) : 2003— Small tools sampling inspection procedures Part, 1 : Twist, drills, countersink and counterbores (First Revision)	IS 7778 (Pt. 1) : 1975	2003-01-31
16.	IS 7778 (Pt. 2) : 2003— Small tools sampling inspection procedures Part. 2 : Reamers (First Revision)	IS 7778 (Pt. 2) : 1975	2003-01-31

(1)	(2)	(3)	(4)
17.	IS 7778 (Pt. 3) : 2003— Small tools sampling inspection procedures Part. 3 : Sleeves, sockets and adaptors (First Revision)	IS 7778 (Pt. 3) : 1975	2003-01-31
18.	IS 7778 (Pt. 4) : 2003— Small tools sampling inspection procedures Part. 4 : Screwing taps, dies and knurling tools (First Revision)	IS 7778 (Pt. 4) : 1975	2003-01-31
19.	IS 7778 (Pt. 5) : 2003— Small tools sampling inspection procedures Part. 5 : Milling Cutters (First Revision)	IS 7778 (Pt. 5) : 1975	2003-01-31
20.	IS 7778 (Pt. 6) : 2003— Small tools sampling inspection procedures Part. 6 : Milling arbors and accessories (First Revision)	IS 7778 (Pt. 6) : 1975	2003-01-31
21.	IS 7778 (Pt. 7) : 2003— Small tools sampling inspection procedures Part. 7 : Gear cutting tools and broaches (First Revision)	IS 7778 (Pt. 7) : 1975	2003-01-31
22.	IS 7778 (Pt. 8) : 2003— Small tools sampling inspection procedures Part. 8 : Saws (First Revision)	IS 7778 (Pt. 8) : 1975	2003-01-31
23.	IS 7778 (Pt. 9) : 2003— Small tools sampling inspection procedures Part. 9 : Single point (HSS and carbide tipped) tools (First Revision)	IS 7778 (Pt. 9) : 1975	2003-01-31
24.	IS 7778 (Pt. 10) : 2003— Small tools sampling inspection procedures Part. 10 : Carbide tips and indexable inserts (First Revision)	IS 7778 (Pt. 10) : 1975	2003-01-31
25.	IS 7778 (Pt. 11) : 2003— Small tools sampling inspection procedures Part. 11 : Hard metal burrs (First Revision)	IS 7778 (Pt. 11) : 1975	2003-01-31

(1)	(2)	(3)	(4)
26.	IS 7910 : 2003 — Monoethanolamine—specification (First Revision)	IS 7910 : 1975	2003-01-31
27.	IS 8346 : 2003 — Dental operator's stool (First Revision)	IS 8346 : 1977	2003-02-28
28.	IS 9401 (Pt. 3) : 2003 — Method of measurement of works in river vally projects (dams and appurtenant structures) Part 3: Grouting (Second Revision)	IS 9401 (Pt. 3) : 1994	2003-02-28
29.	IS 9825 : 2003 — Chlorine tablets—specification (Second Revision)	IS 9825 : 1993	2003-02-28
30.	IS 10232 : 2003 — General rules for the preparation of initial suspension and decimal dilutions for microbiological examination of foods (First Revision)	IS 10232 : 1982	2003-02-28
31.	IS 10512 : 2003 — Method for determination of wax content in bitumen— Specification (First Revision)	IS 10512 : 1983	2003-01-31
32.	IS 10663 : 2003 — Dental rotary instruments—steel and carbide burs (First Revision)	IS 10663 : 1983	2003-02-28
33.	IS 12432 (Pt. 3) : 2002— Application of spray applied insulation code of practice Part 3: Polyurethane/ Polyisocyanurate	—	2002-12-31
34.	IS 12655 (Pt. 4) : 2003— Infusion equipment for medical use Part 4 : Infusion sets for single use, gravity feed (First Revision)	IS 12655 (Pt. 4) : 1988	2003-02-28

(1)	(2)	(3)	(4)
35.	IS 13547 (Pt. 1) : 2003 — Manipulating industrial robots—mechanical interfaces Part 1 : Plates (Form A) (First Revision)	IS 13547 (Pt. 1) : 1993	2003-02-28
36.	IS 13550 : 2003 — Information and documentation—vocabulary (First Revision)	—	2003-02-28
37.	IS 13730 (Pt. 0/Sec. 5) : 2003 — Specifications for particular types of winding wires Part 0 : General requirements Section 5 : Glass-fibre braided resin or varnish impregnated, bare of enamelled rectangular copper wire		2003-03-31
38.	IS 13731 : 2003 — Freight containers—container equipment data exchange (cedex)— General communication codes (First Revision)	IS 13731 : 1993	2003-03-31
39.	IS 14173 (Pt. 1) : 2003— Identification cards—identification of issuers Part 1 : Numbering system (First Revision)	IS 14173 (Pt. 1) : 1994	2003-02-28
40.	IS 14173 (Pt. 2) : 2003 — Identification cards—identification of issuers Part 2 : Application and registration procedures (First Revision)	IS 14173 (Pt. 2) : 1994	2003-02-28
41.	IS 14202 (Pt. 1) : 2003 — Identification cards— integrated circuits(s) cards with contacts Part 1 : Physical characteristics (First Revision)	IS 14202 (Pt. 1) : 1995	2003-02-28
42.	IS 14202 (Pt. 2) : 2003 — Identification cards— integrated circuits(s) cards with contacts Part 2 : Dimensions and location of the contacts (First Revision)	IS 14202 (Pt. 2) : 1995	2003-02-28

(1)	(2)	(3)	(4)
43.	IS 14768 (Pt. 2) : 2003 — Conduit fittings for electrical installations specification Part 2 : Metal conduit fittings	IS 2667 : 1988	2003-02-28
44.	IS 15266 : 2003 — Shipbuilding and marine structures—heated glass panes for ships' rectangular windows	—	2003-01-31
45.	IS 15267 : 2003 — Zeolite detergent grade-specification	—	2003-01-31
46.	IS 15269 : 2003 — Optics and optical instruments—microscopes—magnification	—	2003-02-28
47.	IS 15272 : 2003 — Caravan awnings— safety requirements	—	2003-02-28
48.	IS 15273 : 2003 — Concentrated orange juice preserved exclusively by physical means—specification	—	2003-01-31
49.	IS 15274 : 2003 — Tolerances for fasteners- plain washers for bolts, screws and nuts—product grades A and C	—	2003-02-28
50.	IS 15281 : 2003 — Information and documentation international standard technical report. number (ISRN)	—	2003-02-28
51.	IS 15282 : 2003 — Entries in a directory of periodicals	—	2003-01-31
52.	IS 15284 (Pt. 1) : 2003 — Design and construction for ground improvement—guidelines Part 1 : Stone columns	—	2003-01-31
53.	IS 15286 : 2003 — Sensory analysis— methodology—guidelines for the preparation of samples for which direct sensory analysis is not feasible	—	2003-02-28

(1)	(2)	(3)	(4)
54.	IS 15287 (Pt. 2) : 2003— Coated abrasives—grain size analysis Part 2: Determination of grain size distribution of macrogrits P12 to P220	—	2003-01-31
55.	IS 15287 (Pt. 3) : 2003— Coated abrasives—grain size analysis Part 3: Determination of grain size distribution of macrogrits P240 to P2500	—	2003-02-28
56.	IS 15288 (Pt. 2) : 2003— Bonded abrasives—determination on designation of grain size distribution Part 1: Macrogrits F 4 to F 220	—	2003-02-28
57.	IS 15288(Pt 2) : 2003— Bonded abrasives—determination grain size distribution on designation Part 2: Microgrits F 230 to F 1200	—	2003-02-28
58.	IS 15289 : 2003 — Abrasives micrograins—determination of bulk density	—	2003-02-28
59.	IS 15291 : 2003 — Manipulating industrial robots - automatic and effector exchange system - vocabulary and presentation of characteristics	—	2003-03-31
60.	IS 15295 : 2003 — Electric resistance welding - integrated transformers for welding guns	—	2003-02-28
61.	IS 15296 : 2003 — Industrial automation system - safety of integrated manufacturing systems - basic requirements	—	2003-02-28
62.	IS 15297 : 2003 — Bonded abrasive products—permissible unbalances of grinding wheels as delivered - testing	—	2003-02-28
63.	IS 15304 : 2003— Dipotassium hydrogen phosphate for electroplating- specification	—	2003-02-28

(1)	(2)	(3)	(4)
64.	IS 15308 : 2003 — Aerospace-inserts, self-locking with Mj threads, closed type, in metallic material, coated or uncoated- dimensions	—	2003-02-28
65.	IS 15309 : 2003 — Workplace air-determination of particulate load and lead compounds-flame or electro- thermal atomic absorption spectrometric method	—	2003-03-31
66.	IS 15310 : 2003 — Hydraulic design of pump sumps and intakes-guidelines	—	2003-02-28
67.	IS 15311 (Pt.2) : 2003 — Dental rotary instruments—shanks Part 2: Shanks made of plastics	—	2003-02-28
68.	IS 15313 : 2003 — Method of test for vibration measurement for industrial sewing machine	—	2003-02-28
69.	IS 15315 : 2003 — Sensory analysis-methodology-flavour profile methods	—	2003-02-28
70.	IS 15316 : 2003- Sensory analysis-general guidance for the design of test rooms	—	2003-02-28
71.	IS 15317 (pt.2) : 2003 — Sensory analysis—general guidance for the selection, training and monitoring of accessors Part 2: Experts	—	2003-02-28
72.	IS 15318 : 2003 — Open front mechanical power presses- vocabulary	—	2003-02-28
73.	IS 15320 : 2003 — Natural gas—designation of the quality of natural gas for use as a compressed fuel for vehicles	—	2003-03-31

Copy of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD/13:2]

M.A.U. KHAN, Dy. Director General (Marks)

विद्युत मंत्रालय

नई दिल्ली, 28 अक्टूबर, 2003

का. आ. 3167.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में पावरग्रिड कारपोरेशन ऑफ इंडिया लि., गुडगांव के नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसके 80 प्रतिशत कर्मचारी-वृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

- (1) पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,
एचवीडीसी स्टेशन, रिहंद नगर,
जनपद : सोनभद्र,
उत्तर प्रदेश- 231223
- (2) पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,
उ.क्षे.-प्रथम, लोनी-बागपत रोड,
मंडौला, गाजियाबाद।
- (3) पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,
400 के.वी. उप केन्द्र, निकट समयपुर गांव,
बल्लभगढ़।
- (4) पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,
उत्तरी क्षेत्र-प्रथम, एच.वी.डी.सी. टर्मिनल,
विद्युतनगर (गौतम बुद्ध नगर),
उत्तर प्रदेश।
- (5) पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,
400 के.वी. उप केन्द्र, शमशाबाद रोड,
पो. श्यामो, आगरा।
- (6) पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,
400/220 के.वी. उप केन्द्र, मटौरा, दौलता,
मेरठ।

[सं. 11017/2/94-हिन्दी]

अजय शंकर, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 28th October, 2003

S.O. 3167.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the control of Powergrid Corporation of India Ltd., Gurgaon the staff whereof have acquired 80% working knowledge of Hindi :

- (1) Powergrid Corporation of India Limited,
HVDC Station, Rihand Nagar,
Jangpdi, Sonbhadra (U.P.)
- (2) Powergrid Corporation of India Limited,
U.R.I. Loni Bagpat Road,
Mandola, Ghaziabad

- (3) Powergrid Corporation of India Limited,
400 KV Sub-station, Near Samaypur Village,
Ballabgarh.
- (4) Powergrid Corporation of India Limited,
Northern Region-I, HVDC Terminal,
Vidyutnagar (Gautam Budh Nagar),
Uttar Pradesh.
- (5) Powergrid Corporation of India Limited,
400 KV Sub-station, Shamshabad Road,
Post Shaymon, Agra.
- (6) Powergrid Corporation of India Limited,
400/220 KV Sub-station, Mataur, Daurala,
Meerut.

[No. 11017/2/94-Hindi]

AJAY SHANKAR, Jt. Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 3 अक्टूबर, 2003

का. आ. 3168.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में उत्तर रेलवे के लखनऊ तथा मुरादाबाद मंडलों, दक्षिण मध्य रेलवे के हैदराबाद मंडल एवं मध्य रेलवे के मुंबई मंडल के निम्नलिखित स्टेशनों, जहां 80% या उससे अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है :—

उत्तर रेलवे (लखनऊ मंडल)

क्रमांक	स्टेशन
1.	जैतीपुर स्टेशन
2.	हरौनी स्टेशन
3.	कटहरी स्टेशन
4.	पिपरसन्द स्टेशन
5.	अमौसी स्टेशन
6.	जाफरगंज स्टेशन
7.	तुलसीनगर स्टेशन
8.	मेहरावां स्टेशन
9.	मेहरावां स्टेशन
10.	मगरवारा स्टेशन
11.	सेवापुरी स्टेशन
12.	कपसेठी स्टेशन

(मुरादाबाद मंडल)

1.	डौसनी स्टेशन
2.	तंडौया स्टेशन

3. डंडेरा स्टेशन
4. इकबालपुर स्टेशन
5. चोडियाला स्टेशन
6. सुनेहटी खड़खड़ी स्टेशन
7. बलिया खड़ी स्टेशन
8. मोतीचूर स्टेशन
9. रायवाला जंक्शन स्टेशन
10. कांसरो स्टेशन
11. डोईवाला स्टेशन
12. हरवाला स्टेशन
13. लोधीपुर बिशनपुर स्टेशन
14. हकीमपुर स्टेशन
15. कैलसा स्टेशन
16. काफरपुर स्टेशन
17. गढ़मुक्तेश्वर स्टेशन
18. कचेसर रोड स्टेशन
19. पिलखुआ स्टेशन
20. डासना स्टेशन
21. फजलपुर स्टेशन
22. बसी किरतापुर स्टेशन
23. हल्दौर स्टेशन
24. मंडी धनौस स्टेशन
25. सिसरका स्टेशन
26. आसफपुर स्टेशन
27. डबतरा स्टेशन
28. करेगी स्टेशन
29. आंवला स्टेशन
30. बशासतगंज स्टेशन
31. ग्रामगंगा स्टेशन
32. मछरिया स्टेशन
33. कुंदरखी स्टेशन
34. सिरसी मखदूमपुर स्टेशन
35. सम्भल हातिमसराय स्टेशन
36. जरागांव स्टेशन
37. गुमथल स्टेशन
38. कटहर स्टेशन
39. दलपतपुर स्टेशन

40. मुण्डा पाण्डे स्टेशन
41. शहजाद नगर स्टेशन
42. धमोरा स्टेशन
43. दुगनपुर स्टेशन
44. नगरिया सादात स्टेशन
45. धनेटा स्टेशन
46. भितौरा स्टेशन
47. परसाखेड़ा स्टेशन
48. कलटूरबक गंज स्टेशन

दक्षिण मध्य रेलवे (हैदराबाद मंडल)

1. काचीगुडा स्टेशन
2. महबूबनगर स्टेशन
3. सिकंदराबाद स्टेशन
4. कर्नूल टाउन स्टेशन
5. निजाभाबाद स्टेशन
6. मौलाअली डीजल शेड

मध्य रेलवे (मुंबई मंडल)

1. सतारा स्टेशन

[सं. हिन्दी 2003/रा. भा. 1/12/3]

आर. आर. भंडारी, सचिव,

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 3rd October, 2003

S.O. 3168.—Ministry of Railways (Railways Board), in pursuance of Sub rules (2) and (4) of Rule 10 of the Official Language Rules, 1976 (Use for the Official Purposes of the Union), hereby notify following Stations of the Lucknow and Moradabad Division of Northern Railway, Hyderabad Division of South-Central Railway and Mumbai Division of Central Railways where 80% or more Officers/Employees have acquired the working knowledge of Hindi :—

Northern Railway (Lucknow Division)

S. No.	Station
1.	Jaitpur Station
2.	Harauni Station
3.	Kathri Station
4.	Pipersand Station
5.	Amausi Station
6.	Jafarganj Station
7.	Tulsinagar Station

8. Mehrawan Station
 9. Mehgawan Station
 10. Magarwara Station
 11. Sewapuri Station
 12. Kapsethi Station
- (Muradabad Division)**
1. Dausni Station
 2. Landhaura Station
 3. Dandhera Station
 4. Iqbalpur Station
 5. Chodiala Station
 6. Sunehri Kharkhari Station
 7. Balia Kheri Station
 8. Motichur Station
 9. Raiwala Jn. Station
 10. Kansro Station
 11. Doiwala Station
 12. Harrawala Station
 13. Lodhipur Bishanpur Station
 14. Hakeempur Station
 15. Kailsa Station
 16. Kafurpur Station
 17. Garhmukteshwar Station
 18. Kuchesar Road Station
 19. Pilkhua Station
 20. Dasna Station
 21. Fazalpur Station
 22. Basi Kiratpur Station
 23. Haldaur Station
 24. Mandi Dhanaura Station
 25. Sisarka Station
 26. Asafpur Station
 27. Dabbara Station
 28. Karengi Station
 29. Aonla Station
 30. Basharat Ganj Station
 31. Ramganga Station
 32. Macharya Station
 33. Kundarakhi Station
 34. Sirsi Makhdumpur Station
 35. Sambhal Hatim Sarai Station
 36. Jargaon Station

37. Gumthal Station
38. Kathghar Station
39. Dalpatpur Station
40. Munda Pande Station
41. Shahzad Nagar Station
42. Dhamora Station
43. Duganpur Station
44. Nagaria Sadat Station
45. Dhaneta Station
46. Bhitaura Station
47. Parsa Khera Station
48. Clutterbuck Ganj Station

South Central Railway (Hyderabad Division)

1. Kachiguda Station
2. Mahbub Nagar Station
3. Secunderabad Station
4. Karnul Town Station
5. Nizamabad Station
6. Maulali Diesel Shed

Central Railway (Mumbai Division)

1. Satara Station

[No. Hindi-2003/OL-1/12/3]

R.R. BHANDARI, Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 अक्टूबर, 2003

का. आ. 3169.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत या अधिक कर्मचारी खुद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड

1. लोनी टर्मिनल
कदम वाकवस्ती, लोणी कालभोर
ता. हवेली, जिला-पुणे-412201
2. इंदौर रिटेल क्षेत्रीय कार्यालय
मांगलिया गांव
इंदौर (मध्य प्रदेश)
3. जबलपुर एलपीजी संयंत्र
पो. बाक्स सं. 34
जबलपुर-482001

4. दिल्ली समन्वय कार्यालय
तीसरी मंजिल, यूको बैंक बिल्डिंग
संसद मार्ग, नई दिल्ली-110001
 5. जम्मू क्षेत्रीय कार्यालय-रिटेल
एशिया होटल के सामने, नांथीनगर
जम्मू
 6. जालंधर आईआरडी
सूचीपिंड,
जालंधर (पंजाब)
 7. मेरठ डिपो
वेदव्यास पुरी, परतापुर
मेरठ (उ.प्र.)
 8. भितौनी डिपो
भितौनी-शाहपुरा
जबलपुर-483119 (मध्य प्रदेश)
 9. शकूरबस्ती इन्स्टालेशन
रोहतक रोड, शकूरबस्ती
नई दिल्ली-110056
 10. ऊसर भराई संयंत्र
ऊसर, एमआईडीसी एरिया
अलिबाग, जिला-रायगढ़
 11. पुणे रिटेल क्षेत्रीय कार्यालय
1, आरबीएम मार्ग, पोस्ट बाक्स सं.-90
पुणे-411001
 12. मुंबई एलपीजी क्षेत्रीय कार्यालय
आर एंड सी बिल्डिंग, भायखला
मुंबई-400008
 13. मुगलसराय टीओपी
अलीनगर, मुगलसराय
चंदौली (उ.प्र.)
 14. एलपीजी विभाग, उत्तरी अंचल
11वीं मंजिल, टावर-1,
जीवन भारती बिल्डिंग, 124, इंदिरा चौक,
नई दिल्ली-110001
 15. बहादुरगढ़ एलपीजी क्षेत्रीय कार्यालय
(असौदा रेलवे स्टेशन के समीप)
बहादुरगढ़,
जिला झज्जर-124505 (हरियाणा)
 16. बहादुरगढ़ एलपीजी संयंत्र
(असौदा रेलवे स्टेशन के समीप)
बहादुरगढ़,
जिला झज्जर-124505 (हरियाणा)
 17. पल्लम एएसएफ
पालम एयरपोर्ट, नई दिल्ली-110037
 18. उदयपुर आईआरडी
उदयपुर-सागर रोड,
उदयपुर-313001
 19. पनकी टीओपी, कानपुर
द्वारा, इंडियन आयल कार्पोरेशन लि.
पनकी, कानपुर
 20. पानीपत टीओपी
गांव बाहोली
जिला पानीपत-132114 (हरियाणा)
 21. दिल्ली क्षेत्रीय कार्यालय (प्रत्यक्ष विप्रेरी)
11वीं मंजिल, टावर-1,
जीवन भारती बिल्डिंग,
124, इंदिरा चौक,
नई दिल्ली-110001
 22. बिजवासन इन्स्टालेशन
गांव बिजवासन, पालम
नई दिल्ली-110061
 23. एलपीजी भराई संयंत्र
ग्राम मण्डाना, चाया-केवलनगर
कोटा-325003
 24. जींद भराई संयंत्र
रोहतक रोड,
जींद-126102 (हरियाणा)
 25. आटो केयर सेन्टर
नीति मार्ग, चाणक्यपुरी
नई दिल्ली-110021
- इंजीनियर्स इंडिया लिमिटेड**
26. इंजीनियर्स इंडिया लि.
5, विट्ठल नागराज रोड, ओकलीपुरम
बंगलौर-560052
- तेल उद्योग सुरक्षा निदेशालय**
27. तेल उद्योग सुरक्षा निदेशालय
(पेट्रोलियम और प्राकृतिक गैस संयंत्रालय)
7वां तल, न्यू दिल्ली हाउस, 27 बाराखम्बा रोड,
नई दिल्ली-110001
- [सं. 11011/1/2003-2004 (हिन्दी)]
सी. पी. सिंह, उप निदेशक (रा.भा.)
- MINISTRY OF PETROLEUM AND NATURAL GAS**
New Delhi, the 28th October, 2003
- S.O. 3169.—In pursuance of Sub Rule (4) of Rule 10
of the Official Language (Use for official purposes of the**

Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector undertakings under the administrative control of the Ministry of Petroleum and Natural Gas, in which the 80 or more per cent staff have acquired working Knowledge of Hindi :—

Hindustan Petroleum Corporation Ltd.

1. Loni Terminal,
Kadam Wakwasti, Loni Kalbhor
Taluka; Haveli, Distt. Pune-412201
2. Indore Retail Area Office,
Mangaliya Village,
Indore (MP)
3. Jabalpur LPG Plant
P. Box No. 34
Jabalpur-482001
4. Delhi Coordination Office,
3rd Floor, UCO Bank Building,
Sansad Marg, New Delhi-110001
5. Jammu Area Office-Retail
Opposite Asia Hotel, Gandhinagar
Jammu
6. Jallundhar IRD
Suchipind,
Jallundhar (Punjab)
7. Meerut Depot,
Vedvyas Puri, Partapur,
Meerut (UP)
8. Bhitauni Depot
Bhitauni-Shahpur
Jabalpur-483119 (MP)
9. Shakurbasti Installation,
Rohtak Road, Shakurbasti,
New Delhi-110056
10. Usar Bottling Plant,
Usar, MIDC Area,
Alibag, Distt. Raigarh
11. Pune Retail Area Office
1, RBM Marg, Post Box No. 90
Pune-411001
12. Mumbai LPG Area Office,
R & C Building, Bhaykhala,
Mumbai-400008
13. Mughalsarai TOP
Alinagar, Mughalsarai,
Chandauli (UP)
14. LPG Department, Northern Region
11th Floor, Tower-1, Jeevan Bharti Building,
124, Indira Chowk, New Delhi-110001
15. Bahadurgarh LPG Area Office,
(Near Asauda Railway Station)
Bahadurgarh, Distt. Jhajjar-124505 (Haryana)

16. Bahadurgarh LPG Plant
(Near Asauda Railway Station)
Bahadurgarh, Distt. Jhajjar-124505 (Haryana)
17. Palam A.S.F.
Palam Airport
New Delhi-110037
18. Udaipur IRD
Udaipur-Sagar Road,
Udaipur-313001
19. Panki TOP Kanpur
C/o
Indian Oil Corporation Ltd.,
Panki, Kanpur
20. Panipat TOP
Village : Baholi
District : Panipat-132114 (Haryana)
21. Delhi Area Office, (Direct Sale)
11th Floor, Tower-1,
Jeevan Bharti Building,
124, Indira Chowk,
New Delhi-110001
22. Bijvasan Installation,
Village : Bijvasan, Palam
New Delhi-110061
23. L P G Bottling Plant
Village Mandana,
Via-Kewalnagar
Kota-325003
24. Jind Bottling Plant
Rohtak Road,
Jind-126102 (Haryana)
25. Auto Care Centre
Neeti Marg,
Chanakyapuri,
New Delhi-110021

Engineers India Ltd.

26. Engineers India Ltd.
5, Vitthal Nagar Road,
Okalipuram
Bangalore-560052

Oil Industry Safety Directorate

27. Oil Industry Safety Directorate
(Ministry of Petroleum and Natural Gas)
7th Floor, New Delhi House,
27, Barakhamba Road,,
New Delhi-110001

[No. 11011/1/2003-2004 (Hindi)]

C. P. SINGH, Dy. Director (OL)

अम मंत्रालय

नई दिल्ली, 16 सितम्बर, 2003

का. आ. 3170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, गुवाहाटी [संदर्भ संख्या 6(सी)/2001] को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-09-2003 को प्राप्त हुआ था।

[सं. एल-22012/199/2000-आई आर(सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 16 September, 2003

S. O. 3170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award [Ref. No. 6(c)/2001] of the Industrial Tribunal -cum- Labour Court, Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of NECL and their workman, which was received by the Central Government on 15-09-2003.

[No. L-22012/199/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, GUWAHATI,
ASSAM

REFERENCE NO. 6(C) OF 2001

PRESENT:

Shri H. A. Hazarika, LL.B.,
Presiding Officer,
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between:

The Chief General Manager,
North Eastern Coalfields,
Coal India Ltd., Guwahati-5.

Vs.

Smt. Sharmila Chowdhury.

Date of Award : 8-9-2003

AWARD

The Govt. of India, Ministry of Labour, New Delhi vide its notification No.-L-22012/199/2000-IR(C-II) dated 12-3-2001 referred this Industrial Dispute arose between the management of North Eastern Coalfields Ltd., Guwahati

and workman Smt. Sharmila Chowdhury for adjudication and to prepare an award by exercising of the powers conferred by Clause(D) of Sub-section (4) and Sub-Section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 on the basis of the following issue:

“Whether the action of the management of North Eastern Coalfields Ltd., Guwahati in stopping Smt. Sharmila Chowdhury, clerk Gr. III from duty w.e.f. 20-1-1999 vide their letter dated 19-1-1999 is justified? If not, to what relief Smt. Sharmila Chowdhury is entitled?”

On receipt of notice issued from this tribunal the parties concerned appeared before this tribunal and submitted their written statements, addl. written statement and documents etc. and contested the matter. The case of the workman briefly from the narration of her written statement is that she was initially absorbed by the management as casual typist. Then she was selected for the post of typist-cum-clerk on 13-7-94 for a probational period of six months. The order was conditional that on successful completion of temporary period of six months her services would be regularised in the Grade of typist-cum-clerk. After expiry of probationary period on 28-3-95 she was treated as regular employee of North East Coalfield. Thereafter on a false pretext a departmental enquiry was initiated by issuing a charge sheet. She defended the enquiry that no false information was intimated by her. She furnish necessary particular that she passed H.S. L.C. examination. The disciplinary authority submit the enquiry report against her violating the principle of natural justice. Though she submit representation on 3-2-98 the Chief General Manager dismissed the same vide order dated 12-2-98. Then she preferred appeal before the appropriate authority and the appellate authority passed an order on 24-6-98 whereby she was reinstated for her service w.e.f. 9-5-98. She resume her duty on condition that she would not claim back wages. After six months of resumption of work she was stop from working on 20-1-99 until further order vide letter dated 19-1-99 issued by Personnel Manager. She was neither terminated nor allowed to work. Hence against the arbitrary action of the management she raised this industrial dispute before the Regional Labour Commissioner. Though a conciliation proceeding was initiated the same was failed to settle the dispute.

The case of the management in brief is that the workman Smt. S. Chowdhury was appointed in the year 1994 at Shillong W. Coalfield Office as typist-cum-Grade. III clerk then she was transferred to Guwahati in the year 1995. While her educational certificate was verified as per report of Controller of Assam Higher Secondary Education Council, it was found that her Higher Secondary Education Certificate was forged. The disciplinary action was initiated against her as per departmental rules and she was dismissed from service.

However the appellate of authority allowed her to work for six months without any back wages or any other relief. She was allowed to resume her duty on condition that her case would be consider by further order if deem fit by the competent authority. Accordingly, she joined in June 1998, at Calcutta Office and of course on her request she was transferred to Guwahati Office.

On resumption of duty the management found her performance not satisfactory. She used to remain absent from duties without permission and even she over-written the absent marked in the attendance register by signing over the absent marked. It was prove that her educational certificate was false as she was stopped from service w.e.f. 20-1-1999 vide order dated 19-1-1999.

Heard the argument submitted by Mr. M. Z. Ahmed assisted by Mr. B. Kalita, Ms. B. Dutta, advocates. Also heard the argument submitted for the workman Mr. A. Dasgupta assisted by S. Chakraborty, advocate. Perused the evidence of solitary M. W. Mr. S. B. Dasgupta. The workman Smt. S. Chaudhury appeared as solitary witness for hearing. They are also cross-examined by the respective advocates.

On perusal of documents from exhibit 1 to 7 and the evidence in the record, I find the management agitated on the factual as well as on law points.

The factual point has agitated by the management in nut shell that the conduct of the workman concern is not satisfactory as she submitted false educational certificate, secondly that she used to remain absent frequently without permission of the authority. That she tempered the attendance register by signing that she is present covering the absent marked. In support of their contention four attendance register are submitted by the management but it is not proved who over wrote and tempered the attendance register. The attendance register are not examined by any hand writing expert as per procedure.

Hence, I do not like to accept that the attendance register are tempered by the workman herself. As regards foreing of educational certificate it is not proved in the manner as ought to have been. Hence, I could not accept the fact forwarded by the management that the conduct of workman is not satisfactory.

As regards on law points the learned advocate for management hammared much that the workman is not a workman as per law. Heard on these law points and I find she has worked for three terms and on plain counting of the days it will be more than 240 days and documents shows that she was accepted by the management as workman. Admittedly she was appointed as typist-cum-clerk. No disciplinary procedure as regard doing of

indiscipline and misconduct is proved in the manner as ought to have been. The relevant enquiry is not proper departmental proceeding.

Under the above fact and circumstances in my opinion the action of the management stopping the workman from 20-1-99 vide letter dated 19-1-99 is not justified. The management is to allow her to work. Accordingly this issue is decided in favour of the workman and against the management. I would like to clear here that she will get remuneration from date of her joining after passing this award. For ends of natural justice in my opinion she is not entitled for back wages for the period she was not worked. Prepare an award accordingly.

H. A. HAZARIKA, Presiding Officer.

नई दिल्ली, 16 सितम्बर, 2003

का. आ. 3171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ (संदर्भ संख्या 118/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-09-2003 को प्राप्त हुआ था।

[सं. एल-22012/70/एफ/93-आई आर(सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 16 September, 2003

S. O. 3171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 118/94) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 15-09-2003.

[No. L-22012/70/F/93-IR(C-II)]

N. P. KESAVAN, Desk Officer.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : Shri S. M. Goel

Case No. ID 118/94

Krishan Kumar S/o Jeeta Ram V. P. O. Kaul, District Kaithal—Haryana

.....Applicant

Versus

District Manager, FCI,
Kothi No. 16, Urban Estate, Sector-13,
Kurukshetra.Respondent

APPEARANCES :

For the Workman : None
For the Management : Shri Promod Jain

AWARD

(Passed on 25-9-2003)

Central Govt. vide Notification No. L-22012/70/F/93-IR(C-II) dated 9th of September 1994 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of FCI Kurukshetra in terminating the services of Shri Krishan Kumar son of Jeet Ram, Chowkidar/Watchman w.e.f. 8-3-1990 is just, fair and legal ? If not, to what relief the workman is entitled to and from what date ?”

2. Today the case was fixed for evidence of the workman. Case repeatedly called. None has put up appearance on behalf of the workman. On the last two dates of hearing the workman was not present nor any intimation was received on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is dismissed in default and Central Govt. be informed.

Chandigarh.
25-9-2003

S. M. GOEL, Presiding Officer

नई दिल्ली, 15 अक्टूबर, 2003

का. आ. 3172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 44/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-10-2003 को प्राप्त हुआ था।

[सं. एल-35011/3/98-आई आर(एम)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 15th October, 2003

S. O. 3172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. 44/98) of the Labour Court, Ernakulam as shown in the Annexure in the Industrial dispute between the management of Cochin Port Trust and their workmen, received by the Central Government on 15-10-2003.

[No. L-35011/3/98-IR(M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(In the Labour Court, Ernakulam)

(Tuesday, the 16th day of September, 2003)

PRESENT:

Smt. N. Thulasi Bai, B.A.L.L.B.,

Presiding Officer

Industrial Dispute No. 44 of 1998 (Central)

BETWEEN:

The Chairman, Cochin Port Trust, W/Island, Cochin.

And

General Secretary

The workman of the above concern represented by the Cochin Port Workers' Association, W/Island, Cochine-682 002.

REPRESENTATIONS:

M/s. Menon and Pai,

Advocate,

Ernakulam.

.. For Management

Sri K. S. Madhusoothanan,

Advocate,

Ernakulam.

.. For Union

AWARD

This reference was made by the Central Government as per Order No. L-35011/3/98- (IR(M) dated 17-8-1998; The dispute is between the Cochin Port Trust and the Cochin Port Workers Association represented by its General Secretary. The dispute referred is :

“Whether the action of the management of Cochin Port Trust in denying of O. T. beyond 25% of wages and clubbing of Sunday and holiday wages for the computation of O. T. ceiling to the workers working in certain sections of Cochin Port Trust w.e.f. 10-12-93 is justified. If not, to what relief the workmen are entitled ?”

2. Pursuant to notices issued from this Court the management and union appeared through counsel.

3. No claim statement was filed by the union and it was represented that the petition before the District Labour Officer has to be treated as claim statement. Management filed written statement and the union filed a rejoinder thereafter and the case was pending for evidence. In spite of repeated chances the union representatives have not turned up to adduce evidence. Today when the case was

called union witness and workmen were absent and the union's counsel reported that he has no instruction from the union. Management's counsel was also present. Under the above circumstance I am satisfied that the union is not interested in prosecuting the dispute thereby it can be found that there exists no industrial dispute at present to be adjudicated by this court.

In the result, an award is passed finding that there exists no industrial dispute at present to be adjudicated by this court.

This award will take effect one month after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 16th day of September, 2003.

Ernakulam.

N. THULASI BAI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2003

का. आ. 3173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेहरू साइंस सेन्टर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/198 आफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2003 को प्राप्त हुआ था।

[सं. एल-42011/39/99-आई आर(डीयू)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 16th October, 2003

S. O. 3173.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. CGIT-2/198 of 99) of the Central Govt. Industrial Tribunal, Mumbai, No. II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nehru Science Centre and their workman, which was received by the Central Government on 16-10-2003.

[No. L-42011/39/99-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

S. N. Saundankar,

Presiding Officer

Reference No. CGIT-2/198 of 1999

Employers in Relation to the Management of Nehru Science Centre

The Director,
Nehru Science Centre,
National Council of Science Museums,
Dr. E. Moses Road, Worli,
Mumbai-400 018.

V/s.

Their Workman

Vice President,
Sarva Shramik Sanghatana,
C/o Bhimrao Kamat,
"Shramik",
31, Lokmanya Tilak Vasahat Road No. 3,
Dadar(E),
Mumbai.

APPEARANCES:

For the Employer : Mr. B. G. GOYAL, Advocate

For the Workman : Mr. M. B. Anchan Advocate.

Mumbai, Dated 4th August, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-42011/39/99-IR(DU) dated 16-11-1999 in exercise of the powers conferred by clause (d) of sub-section 1 and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Nehru Science Centre, Mumbai not to give the employment to the workers namely S/Shri (1) Baburao Nalawade, (2) Mahesh Jadhav, (3) Vishwanath Koli, (4) Nitin Kadale, (5) Prakash Kamble, (6) Mohamad Bablu, (7) Hamid Husain, (8) Buchayya Aagayya, (9) Bhimrao Jadhav, (10) Mahadev Nagvekar, (11) Santosh Bhosle, (12) Sashikant Rajaram, (13) Laxman Vithal, (14) Vijay Guruji Jadhav, (15) Dilip Raghav Raut, (16) Avinash Gholap, (17) Pandurang Khedekar, (18) Shailesh Shantaram Kotekar and (19) Mahadev Sakpal, who were working for them through the contractor, M/s. Bombay Intelligence Security (I) Pvt. Ltd., is justified or not? If not, to what relief, the aforesaid Nineteen workmen are entitled?"

2. Vide Claim Statement (Exhibit-7) President of the Sarva Shramik Sanghatana (hereinafter referred to as Union) pleaded that the management Nehru Science Centre (for the sake of brevity referred as Centre) is one of the unit of the National Council of Science Museum (NCSM) which is controlled and aided by the Ministry of Human Resource Development supports and handles the affairs of Centre which is in existence since last 20 years and it has been engaging Class-III/IV workers like Clerks, Sweepers, Mails, Helpers and Security Guards. It is averred that Centre is getting 80% Government grant for the expenses and besides this, it earns by way of charging various fees for gate entry permits from visitors coming for science exhibitions/science museum, seminar fees, hiring the campus for film shooting etc. For these activities it is contended, Centre is employing more than 80 permanent staff, 20 temporary staff and about 40 workers on so called contract basis. It is contended that workers under reference were engaged for the work of Centre on monthly wages of Rs. 1,946/- and that the work they were discharging was regular and of permanent nature. It is averred that the Centre situates within 11 acres of land and instead appointing regular and permanent staff to maintain garden, plantation work, cutting of grass, cutting/trimming trees, gardening, animal keeping, sweeping, cleaning the centre etc. engaged the workers through the contractor M/s. Bombay Intelligence Security. It is the contention of Union that Centre in order to get cheap labour and deprive the workers from the benefit of permanency given contract to another contractor M/s. Central Investigation and Security Limited throwing out the workers under reference on 1-1-1999 unceremoniously and without issuing notice, holding inquiry and paying retrenchment compensation.

It is pleaded by the Union that Government vide notification dated 9-12-1976 had prohibited the engagement of contract labour for sweeping, cleaning, dusting, watching the building etc, consequently the Centre cannot engage contract labourers in the said category and further averred that the work being permanent and perennial in nature and the workers under reference worked for a long period, the Centre being the principal employer, should have absorbed the workmen on regular basis however they have been thrown out. It is contended the centre does not possess registration certificate and the contractor concerned, licence under section 7/12 of the Contract Labour (Regulation & Abolition) Act and that the so called contract system was a mere camouflage and the so called Contractor is a mere name lender and had procured labour for the Centre from the open market and from this context, it is contended that Centre is the employer of the workers under reference, consequently the action of the Centre not giving the employment to the workers is unjustified and consequently Centre be directed to reinstate all the workers under reference in service with full back wages and continuity of service.

3. Management NSC resisted the claim of Union by filing Written Statement (Exhibit-8) contending that the Centre is a non-profit making Organisation, a scientific research institution and an autonomous body functioning under the Department of Culture and that since it is not engaged in commercial/industrial activity, is not an economic venture or commercial enterprise and hence Centre is not an industry. It is contended that the Centre does not produce and distribute services which are intended or meant to satisfy human wants or needs as ordinarily understood and as such it does not fall within the definition of Section 2 (s) of the Industrial Disputes Act, consequently, reference is not maintainable. It is further averred that the workers under reference are not employees of the Centre and that they were employees of an independent contractor, i.e. Bombay Intelligence Security, for carrying out certain operations as specified in the contract entered into between the Centre and the Contractor, consequently, there is no employer-employee relationship between the Centre and the workers and on this count also the reference deserves to be dismissed. It is the contention of Centre that since the workers under reference were employed by the contractor for carrying out certain jobs thereby there is no privity of contract between the workers and the Centre and since the Contractor has not been added as party, reference is bad for non-joinder of necessary parties. It is contended that since the workers under reference were employed by the Contractor and the dispute is raised by the workers it can be adjudicated by the competent authority under the provisions of the Contract Labour (Regulation & Abolition) Act and on this count reference is bad. It is pleaded that the Centre has no independent status and separate entity and it functions under the direct supervision and control of the NCSM which is an autonomous body of which objects are not commercial or profit making and consequently dispute raised cannot be entertained by the Tribunal. It is contended that the Centre had entered into contract with the Contractor on 31-7-1995 and that Contractor had engaged the workers under reference for carrying out the jobs mainly of sporadic/intermittent nature and that entire supervision and control of these employees engaged by the Contractor was exercised by the Contractor himself which contract expired on 31-12-1998 and that another contractor had engaged the workers to work at different sites but they failed to avail the opportunity for which the Centre is not responsible. It is contended that the provisions of the Contract Labour (Regulation & Abolition) Act 1970 are not applicable to Centre in as much as it did not employ 20 or more contract labourers on any day of the preceding 12 months, therefore qualifying the contract as sham or camouflage made with a view to avoid recruitment of regular workers, is baseless. It is contended that Centre had not engaged any contract labourers for the categories viz. sweeping, cleaning, dusting and watching of building. It is the contention of Centre that contract

between the Centre and the Contractor was legal and valid contract and the workers under reference being engaged by the Contractor, not concerning to the Centre question of their termination by the Centre does not arise and consequent relief for reinstating them with full back wages is out of question. The Centre, therefore, contended that the Union's claim being devoid of substance, be dismissed with costs in limine.

4. By Rejoinder (Exhibit-9) Union reiterated the recitals in the Claim Statement denying the averments in the Written Statement further contending that the so called contractor was merely a name lender and an Agent/Broker of the principal employer for providing labourers and in that context, the workers under reference are the workers of the Centre and since they were retrenched illegally, deserves to be reinstated. It is contended that Centre had full control over the workers and that the work they were discharging was perennial/permanent in nature.

5. On the basis of pleading Issues were framed at Exhibit - 12 and in that context Union filed affidavit in lieu of Examination-in-Chief of an Ex-employee of the Centre Sadanand Rane (Exhibit-15) and the worker under reference at Serial No. 19 namely Mahadev Sakpal (Exhibit-18) and closed oral evidence vide purshis (Exhibit-27). In rebuttal Mr. Mulani Security and Maintenance Officer of the Centre filed affidavit (Exhibit-28) and closed oral evidence vide purshis (Exhibit-32).

6. Management filed written submission (Exhibit-34). Heard the Learned Counsel Mr. Anchan for the Union. On hearing the Learned Counsel for the Union and perusing the record as a whole and the written submission of the management, I record my findings on the issues for the reasons mentioned below :

Issues	Findings
1. The Nehru Science Centre, Whether Industry as defined Mumbai is an under section 2 (j) of the Industrial Disputes Act?	Yes.
2. Whether the reference is maintainable in view of the provisions of Contract Labour (Regulation and Abolition) Act?	As per order below.
3. Whether the Nehru Science Centre, Mumbai is an employer of the workmen under reference?	No
4. Whether the reference suffers from non-joinder of necessary parties?	Yes.
5. Whether the action of the management of Nehru Science Centre Mumbai not to	Yes.

give employment to the workers S/Shri Baburao Nalawade & Ors. named in the reference who were working for them through the Contractor, M/s. Bombay Intelligence Security (I) Pvt. Ltd. is justified?

6. If not, what relief the concerned workmen As per order below.

REASONS

7. Vide written submissions (Exhibit-34) the Management Nehru Science Centre at the outset pointed out that Centre is an educational institution, an autonomous body functioning in the Ministry of Culture, Government of India and that it is a non-profit making organisation. It is further pointed out that NSC is not engaged in an activity which can be called business, trade of manufacture neither from the nature of the organisation nor from the character and activity carried out by it can be said to be an undertaking analogous to business or trade and it is contended that since the Centre is not engaged in commercial/industrial activity, it cannot be described as a economic venture or commercial enterprise. From the written submissions it is pointed out that Centre is an institution discharging Governmental/Sovering functions and that it is a domestic enterprise with in the commercial enterprise, therefore it is not an 'industry' under section 2(j) of the Industrial Disputes Act though it may carry out activity of imparting education in a non-formal manner with the help of its employees and it lacks that element which can be said to be analogous to the carrying out a trade or business in as much as it does not produce and distribute services which are intended or meant to satisfy human wants or needs as ordinarily understood. On the other hand the Learned Counsel Mr. Anchan for the management submits that Centre is an industry as it charges fees from the visitors, conducts computer classes by taking huge fees, take lump sum fees by allowing its premises to be used by private visitors/institutions, takes lump sum amount from the canteen contractors as license fees and that there is an entry fee in case of exhibition and that Centre gets donations from private parties and multinational corporations and that it sells models to other organisation and thereby earns huge money which activities are certainly commercial activity and hence the NSC is an 'industry'.

8. 'Indsury' as defined under section 2 (j) of the Industrial Disputes Act is as follows :

- (a) "where there is (i) systematic activity; (ii) organised by the co-operation between employer and employee (the direct and substantial element is chimerical); (iii) for production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious

but inclusive of material things or services geared to celestial bliss i.e. making on a large scale Prasad or food) *prima facie* there is an 'industry' in that enterprise.

- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organisation is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

9. In Bangalore Water Supply and Sewerage Board V/s. A. Rajappa & Ors. (AIR 1978 SC 548) their Lordships laid down three tests for determining whether a particular entity is an 'industry' or not:

- (a) An establishment is an 'industry' if it is engaged in (i) systematic activity, (ii) organised by co-operation between employer and employee, (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes.
- (b) Absence of profit motive or gainful object is irrelevant.
- (c) The true focus is functional and decisive test is the nature of the activity with special emphasis on the employer-employee relations."

10. The management Centre relied on the decision in **Physical Research Laboratory V/s K. G. Sharma 1997 I C LR 116** wherein Their Lordships observed:

"Physical Research Laboratory-Institution under Government of India's Department of Space-carrying on activity of Research not for benefit or use of other. Not engaged in commercial industrial activity is not an 'industry' within the meaning of section 2(j)."

The Tribunal in the matters of NSC V/s. P.G. Kelkar Ref. No. CGIT-2/53 of 1999 by Award dated 1-10-2002 and NSC V/s. Sarva Shramik Sangh Ref. No. 2/74 of 1998 vide Award dated 24-12-2002 held that NSC is an 'industry'. On going through the entire evidence on record and the tests laid down in the Bangalore Water Supply case, it is

apparent that the Centre is engaged in systematic activity carried on between the employees for the supply and distribution of goods from material services with a view to satisfy human wants and wishes, therefore, squarely falls within the definition of 'industry' under section 2 (j) of the Industrial Disputes Act. Issue No.1 is answered in the affirmative.

11. Once it is clear that the NSC is an industry, crucial point crops on as to whether the workers under reference are employees of the Centre and thereafter the question would arise on their retrenchment. According to Union the workers under reference were engaged by M/s. Bombay Intelligence Security (India) P. Ltd. however, he was a name lender and that the so called contract system was a mere sham and that the workers under reference in real sense were employees of the Centre. Management denied the same contending that the workers under reference were engaged by the Contractor and that entire supervision and control on the employees engaged by the Contractor was exercised by the Contractor and that they were paid by the Contractor and that there was no privity of contract between the workers and the Centre therefore employer-employee relationship does not exist. The Learned Counsel Mr. Anchan at this juncture submits that workers worked in the category of Mali and Sweeper for minimum of four months to maximum of 15 years and that they so worked for a long period itself indicates that their work was perennial and permanent in nature and from this angle if we looked the contract smells and indicates that it was a sham made with a view to avoid recruitment of regular workers. He submits relationship of master and servant is a question of fact which requires to be determined on consideration of all material and relevant circumstances having a bearing on that, as held in *State of U.P. and Anr. V/s. A.N. Singh* reported in 1964 9 FLR 238. Their Lordships of Apex Court in *Steel Authority of India Ltd. V/s. National Union Water Front Workers 2001 III CLR 349* pointed out that the Tribunal has jurisdiction in width to see in detail whether the contract is sham or camouflage. The principle which emerges from the authorities is that the *prima facie* tests for the determination of the relationship between master and servant is the existence of right in the master to supervise and control the work done by the servant. Not only in the matter of directing what work the servant has to do but also the manner in which he shall do his work and the correct method of approach is to consider whether having record of the nature of work there was due control and supervision by the employer. In *Chintaman Rao V/s. State of M.P. AIR 1958 SC 388* Their Lordships observed :—

"There is therefore, a clear cut distinction between contractor and workman, the identifying mark of latter

is that he should be under the control and supervision of the employer in respect of the details of the work.”

The workers under reference viz. Mahadev Sakpal in his cross-examination para 5 admitted that they were employees of M/s. Bombay Intelligence Securities India Pvt. Ltd. which had entered into contract with the Centre in the year 1995. He categorically admitted that one Singh from the Bombay Intelligence Securities used to supervise their work and they were getting wages from the contractor which contract ended in 1998. In cross-examination para 7 he has pointed out that the said contractor by the letter dated 29-1-1999 had asked them to report for work at the other establishment. The fact that workers under reference were engaged and paid by the contractor and that on the expiry of contract they were asked by the said contractor to report to duty at the other establishment speaks volume.

12. It is in the evidence that the Science Centre situates within the area of 11 acres. Catching thread of this the Learned Counsel Mr. Anchan submits that admittedly Centre carried out activities of gardening, planting etc. and that daily many visitors visited the Centre and scatter waste in the premises thereby sweepers/cleaners/gardeners come into play and that their work does not remain temporary or sporadic in nature and that it become perennial since the workers under reference worked for years together indicates that contractor was a name lender. It is to be noted that Mahadev Sakpal clearly admitted that maintenance of scientific exhibits was carried out by technical staff of the Centre. It is seen from the record there are permanent staffs working in Centre, some of them are experts in the field. It is not that the entire work was given on contract. Mr. Anchan submits that vide notification dated 9-12-1976 Government had prohibited the contract labour for categories like sweeping, cleaning, testimony and watching of building. According to Centre the workers under reference were not engaged in any of the categories stated above in as much as it has its permanent employees. Evidence adduced by the Centre amply corroborates the same.

13. Mr. Anchan submits that under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 employer is required to obtain the certificate of registration from the appropriate Government and the Contractor a valid licence under Section 7/12 of the Act and that if these two conditions are not satisfied or fulfilled, the position would be that the workers employed by the intermediary would be deemed to have been employed by the principal employer. He submits that no registration certificate/licence is produced on record and consequently the workers under reference can squarely be said to be direct employees

of the Centre. It is submitted by the Centre that it did not employ 20 or more contract labourers on any day of the preceding 12 months, consequently provisions of the Act are not applicable to the Centre. On minute perusal of the record it is seen, according to Union itself 19 workers were employed through the Contractor M/s. Bombay Intelligence Securities, therefore, hardly the above said contention of Mr. Anchan holds water.

14. According to the Union workers under reference they were engaged by the Contractor and thereafter for the same type of work the Centre engaged number of Contractors viz. M/s. Harsh Constructions, M/s. Green Thumps etc. It is significant to note that the Centre in clear terms in para 1 (c) of the Written Statement averred that the reference is bad for non-joinder of necessary parties and specific issue on that was framed and in spite of that, Union did not take pain to implead the contractors in the reference. The law as to who are necessary or proper parties to a proceeding is well settled in 1963 AIR SC 786. The necessary party is one without whom no order can be made effectively, the proper authority is one in whose absence the effective order can be made but whose presence is necessary for complete and final decision on the question involving in the proceedings. In the light of the decision above in the absence of the contractors, though they are necessary party there cannot be a complete and final decision consequently reference suffers from non-joinder of parties.

15. On going through the evidence as a whole it is apparent that the workers under reference were engaged by the Contractor M/s. Bombay Intelligence Securities and that their work was being supervised and that they were paid by the Contractor and the Contractor admittedly by the letter dated 29-1-1999 had offered them work in another establishment, itself indicates that there was no privity of contract between the employer Centre and the workers under reference, consequently, employer-employee relationship does not exist. Therefore, question of retrenchment and giving employment to the workers by the Centre does not arise and in this context, action of the management to that effect is justified consequently workers under reference are not entitled to any relief and the Union's claim being devoid of substance, deserves to be dismissed. Issues are, therefore, answered accordingly and hence the order :

ORDER

Reference stands dismissed being devoid of substance,

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2003

का. आ. 3174 .— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बालाजी मिनरल्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 124/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2003 को प्राप्त हुआ था।

[सं. एल-29011/16/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 16th October, 2003

S.O. 3174 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 124/2003) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Balaji Minerals and their workman, which was received by the Central Government on 16-10-2003.

[No. L-29011/16/2003-IR (M)]

B. M. DAVID, Under Secy.

ANNEXUREBEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 1st October, 2003

PRESENT : K. JAYARAMAN,
Presiding Officer**INDUSTRIAL DISPUTE NO. 124/2003**

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Balaji Minerals, Kunnam Village and their workmen.

BETWEEN

The General Secretary, : I Party/Claimant
Vizhupuram Mavatta Karuppukkal
Suraaga Thozhilalar Sangam,
Vizhupuram.

AND

M/s. Balaji Minerals, : II Party/Management
Kunnam Village, Vizhupuram.

APPEARANCE:

For the Claimant : None

For the Management : M/s Meenakshisundaram,
Dwarakanathan, M. Suresh &
M.R. Pramela, Advocates.

ORDER

The Central Government, Ministry of Labour vide Notification Order No. L-29011/16/2003-IR(M) dated 29-07-2003 has referred the following dispute to this Tribunal for adjudication :—

“Whether the demand of the union for increase in wages of Rs. 10/- payment of bonus and payment of wages for seven days when the quarrying operations were stopped against the Management of Gem Granites are legal and justified and if so, to what relief the workman are entitled to?”

2. The matter was taken up on the file of this Tribunal as I.D. No. 124/2003 and notices were issued to both sides. The II Party/Management alone entered appearance through an advocate and none appeared on behalf of the I Party, though the notice has been served on the I Party/Claimant.

3. When the matter is taken up for enquiry today, the counsel for II Party/Management alone present and there is no representation at all for the I Party/Union, even after issuance of second notice by RPAD. It appears that the I Party/Claimant Union is not interested in pursuing the dispute under reference.

4. In view of the above circumstances, the present reference is returned to Ministry for non-prosecution of this dispute. The Central Government is informed accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 1st October, 2003.)

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2003

का. आ. 3175.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

मुम्बई नम्बर 2 (संदर्भ संख्या सीजीआईटी-2/21/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-10-2003 को प्राप्त हुआ था।

[सं० एल- 22012/324/99-आई आर (सी एम-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 16th October, 2003

S.O. 3175 —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT-2/21 Of 2000) of the Central Government Industrial Tribunal-cum-Labour Court Mumbai No. 2 as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workman, which was received by the Central Government on 15-10-2003.

[No. L-22012/324/99-IR (CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI.

PRESENT:

S. N. SAUNDANKAR,

Presiding Officer

Reference No. CGIT-2/21 of 2000.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF FOOD CORPORATION OF INDIA

Sr, Regional Manager,
Food Corporation of India,
Mistry Bhavan,
Churehgate,
Mumbai - 400 020.

V/s.

Their Workmen

The General Secretary,
All India Trade Union of Food
Corporation Employees & Workers,
4, Tulsi Building,
Sai Nagar,
Navghar,
Vasai (West), Distt. Thane.

APPEARANCES:

FOR THE EMPLOYER : Mr. V. Narayanan,
Advocate

FOR THE WORKMEN : Mr. P. N. Ojha,
Representative.

Mumbai, Dated 12th August, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/324/99-IR(CM-II) dated 24-1-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Food Corporation of India by superseding the workman Shri A. M. Alur in the promotion from Asstt. Grade-I to the Asstt. Manager is justified? If not, to what relief the workman is entitled?”

2. Workman Alur was appointed in the Corporation as Godown Clerk on 10-2-1966. Vide Claim Statement (Exhibit-4) Employees Union averred that junior to Alur were placed above him in the Seniority List by incorrect interpretation of the Award of CGIT, Jabalpur in Reference No. 4 of 1983 dated 6-1-1986 affecting his promotion and monetary benefits. It is averred that workman had opted for Accounts Cadre on 17-7-1969 as per the Head Office Circular dated 25-3-1969 and that he was placed at Serial No. 114 and one Jairam at Serial No. 144. However in the year 1992 one Jairam, who was junior, was placed above the workman by wrong interpretation of the said Award. It is contended that because of this anomaly seniors are working under juniors and though many representations pointing the said position made by the Union, Corporation neglecting the same caused monetary loss to workman. It is the contention of Union that the Corporation be directed to correct the seniority list by giving monetary benefits to the workman.

3. Management Corporation resisted the claim of Union by filing written statement (Exhibit-5) contending that the seniority was correctly prepared. It is contended that workman Alur was appointed on 10-2-1966 as Ag-III (Depot) and was promoted as AG-II (Depot) on 16-4-1972 as ad-hoc (provisional) whereas one Jairam was appointed on 14-11-1967 as AG-III (Ministerial). There were two separate seniority list of Depot Cadre and Ministerial Cadre. It is averred that services of Jairam were regularised w.e.f. 2-6-1969 and his seniority was fixed from his regularisation i.e. 2-6-1969 instead of 14-11-1967 and that he was promoted as AG-II (Ministerial) on 12-4-1972. It is contended that as per the Award of CGIT, Jabalpur, seniority of Jairam was refixed from the date of his initial appointment i.e.

14-11-1967 and that he was notionally promoted as AG-II (Ministerial) w.e.f. 28-3-1972 whereas workman Alur was promoted as AG-II (Depot) on 16-4-1972. Therefore, Jairam was placed senior to workman. According to Corporation. Accounts Cadre was formed in the year 1977 and that seniority list of Depot Cadre as well as Ministerial Cadre was integrated for appropriation/finalisation of seniority list of Accounts Cadre and by that list workman was placed at Serial No. 113 in the Cadre of Assistant Grade-II (Accounts) showing the position as on 31-10-1978 whereas one Jairam was placed at Serial No. 143 however by virtue of Award, the seniority of employees covered under that Award was revised from the initial date of appointment and consequently the seniority of workman came down. It is contended, by the said Award the panel was prepared and the workman being junior to one Jairam, cannot claim seniority over Jairam. It is contended that employees viz. Jadhav, Rathod since belong to SC community and found eligible their seniority was correctly prepared and that the seniority list since correctly prepared correctly the workman's contention that he was wrongly superseded for promotion is far from truth and therefore union's claim being devoid of substance, be dismissed with costs in limine.

4. By Rejoinder (Exhibit-6) Union reiterated the recitals in the Claim Statement denying the averments in the Written Statement further contending that Jairam was appointed on 14-11-1967 cannot be placed above in the seniority list when workman was appointed on 10-2-1966 ignoring his seniority.

5. On the basis of pleadings issues were framed at Exhibit-13 and in that context workman Alur filed affidavit in lieu of Examination-in-Chief (Exhibit-16) and the Union closed oral evidence vide purshis (Exhibit-17). Joint Managers Mr. Bhattacharya and Udaybhanu filed affidavit (Exhibit-18/23) and Corporation closed oral evidence vide purshis (Exhibit-31).

6. Union filed written submissions (Exhibit-32) and the Corporation (Exhibit-33) along with copies of rulings. On perusing the record, written submissions and hearing the counsels, I record my findings on the issues for the reasons mentioned below :

<u>Issues</u>	<u>Findings</u>
1. Whether the action of the management of Food Corporation of India by superseding the workman Shri A.M. Alur in the promotion from Asstt. Grade-I to the Asstt. Manager is justified ?	As per order below
2. If not justified, what relief the workman is entitled to ?	As per order below

REASONS

7. Admittedly workman Alur was appointed on 10-2-1966 as AG-III (Depot) and one Jairam on 14-11-1967 as AG-III (Miniserial) and that by the notification dated 5-2-1977 seniority list of Depot Cadre as well as Ministerial Cadre was integrated wherein workman was placed at Serial No. 114 and one Jairam at Serial No. 143. According to workman though he was senior, Jairam was placed above him in the seniority list in the year 1992 by wrong interpretation of the Award of CGIT, Jabalpur. It is in the evidence of Joint Managers working in zonal office of the Corporation, seniority of all employees is prepared as per the Award of CGIT, Jabalpur from their initial date of appointment and since Jairam was promoted initially w.e.f. 28-3-1972 against the panel of 1972 he was shown senior to the workman in the seniority list in the year 1992. Workman Alur as seen from his cross-examination para 10 is unaware on the Award of CGIT, Jabalpur.

8. So far the panel prepared for seniority list is concerned, admittedly earlier, workman was at Serial No. 114 and Jairam at Serial No. 143 as clearly seen from the cross-examination para 11 of Mr. Bhattacharya. It is to be noted that according to Mr. Bhattacharya panels were prepared for the seniority and it is seen from the evidence of Mr. Udaybhanu seniority list was changed somewhere in the year 1992 however, it was so changed, without the consent of the committee as seen from his evidence cross-examination para-12. At this juncture, the Learned Representative Mr. Ozha for the Union urged with force that when workman was senior apparently from his appointment and also in seniority list, how the seniority could be changed in the year 1992 that too without the consent of the committee, violating the principles of natural justice. Infact, as seen from the evidence of Mr. Bhattacharya and Mr. Udaybhanu both are not in a position to point out as to how as per the Award of CGIT-Jabalpur the seniority list was prepared changing the earlier senior list, all of a sudden. The Learned Counsel for the Corporation Mr. Narayanan inviting attention to the written submission contended that, there cannot be comparison of seniority with Jairam and other similarly placed staff. When according to the senior officer of the Corporation Mr. Udaybhanu, seniority list was changed in 1992 without the consent of the committee members, obviously doubt creeps-in, therefore, the principles of natural justice demands to direct the management Corporation to prepare the seniority list, a fresh considering all the relevant factors and in the light of the Award of CGIT, Jabalpur. In this view of the matter, the issue as regards superseding workman Alur in the promotion at this stage is redundant in as much as on preparing the list afresh, picture would be cleared. Consequently, reference needs to be disposed of giving directions to the management as above. Issues are answered accordingly and hence the order :

ORDER

Reference stands disposed of:

Management Corporation is directed to prepare seniority list of the concerned, afresh considering the relevant factors and in the light of the Award of CGIT, Jabalpur within three months from today and thereafter consider the aspect of promotion of workman.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2003

का. आ. 3176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अजमेर के पंचाट (संदर्भ संख्या सीआईटीआर 08/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2003 को प्राप्त हुआ था।

[सं० एल-41012/258/97-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th October, 2003

S.O. 3176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ajmer (Ref. No. CITR 08/98) now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Railway and their workman, which was received by the Central Government on 16-10-2003.

[No. L-41012/258/97-IR (B-1)]

AJAY KUMAR, Desk Officer

अनुबन्ध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण अधिनियम (1947)

पीठासीन अधिकारी—अतुल कुमार जैन, आरएचजेएल

प्रकरण संख्या—सीआईटीआर 08/98

केंद्र सरकार, श्रम मंत्रालय का रेफरेंस पत्र क्र. एल-41012/258/97

आई आर बी-1, नई दिल्ली 19-5-98

गोरेलाल पुत्र हुकमचंद
(तत्कालीन वरिष्ठ गैंगमैन)
निवासी—गुलाबवाडी शक्तिनगर,
अजमेरप्राथी

बनाम

मंडल रेल प्रबंधक, अजमेर

: अप्राथी

उपस्थित : श्री सुरेंद्र गोयल, प्राथी की यूनियन के प्रतिनिधि।

: सुश्री गुरमीत कौर, एडवोकेट, विपक्षी की ओर से

दिनांक : 30-9-2003

अवार्ड

इस प्रकरण में केंद्र सरकार से प्राप्त रेफरेंस निम्न प्रकार है :—

“क्या विपक्षी द्वारा प्राथी को मेडिकल आधारों पर रिटायर करने का आदेश दि. 29-1-97 वापस लिया जाना न्यायोचित है? यदि नहीं तो प्राथी किस राहत का अधिकारी है?”

प्रकरण की पृष्ठभूमि संक्षिप्त में इस प्रकार है कि प्राथी गोरेलाल सी.पी.डब. आई (5) अजमेर के अधीन वरिष्ठ गैंगमैन के पद पर तैनात था। डॉक्टरी जांच में उसे उक्त पद के लिए बी-1 श्रेणी हेतु अयोग्य घोषित कर दिया गया परंतु सी-2 श्रेणी के लिए उसे मेडिकली फिट पाया गया। प्राथी को विपक्षी ने पहले तो रिटायर कर दिया था परंतु जब प्राथी ने मंडल रेल प्रबंधक से सी-2 श्रेणी का पद दिये जाने की प्रार्थना की तो मंडल रेल प्रबंधक ने उसे पुनः माली के पद पर सी-2 श्रेणी में नियुक्ति दे दी। प्राथी इस भ्रम में था कि वह माली का पद स्वीकार कर लेगा तो उसके बेटे को रेलवे में एक्सी नौकरी नहीं मिलेगी। रेलवे में यह प्रावधान है कि किसी कर्मचारी को मेडिकली पूर्णतः सेवा के अयोग्य मानकर रिटायर किया जाये तो उसके एक आश्रित को रेलवे में अनुकंपात्मक नौकरी दी जाती है। नियमों में यह प्रावधान भी है कि बी-1 नौकरी का कर्मचारी यदि बी-1 श्रेणी के लिए मेडिकली अनफिट हो परंतु सी-2 श्रेणी के लिए मेडिकली फिट हो तो उस सूरत में उसके आश्रित को अनुकंपात्मक नियुक्ति नहीं दी जावेगी। प्राथी को यह भ्रम रहा कि वह सी-2 श्रेणी का पद छोड़ देगा तो उसके तीसरे लड़के हरिपालसिंह को रेलवे में अनुकंपात्मक नियुक्ति मिल जावेगी। हमें अफसोस है कि प्राथी भ्रम में रहा और उसे “माया मिली न राम”। प्राथी ने अपने लड़के हरिपालसिंह की नौकरी के लालच में सी-2 श्रेणी का पद भी ठुकरा दिया और प्राथी के लड़के को भी नौकरी नहीं मिल पायी। जैसे भी विपक्षी का कहना है कि प्राथी के दो लड़के पहले से ही रेलवे में नौकरी में हैं तथा प्राथी अपने तीसरे लड़के को भी नौकरी नियमों के विरुद्ध अनुकंपात्मक नियुक्ति देने के लिए रेलवे प्रशासन पर अनुचित दबाव डाल रहा था। विपक्षी का यह भी कहना है कि प्राथी की जन्मतिथि 2-3-43 है तथा उस आधार पर मार्च 2003 में प्राथी की सुपरएन्यूरेशन ग्रेट भी निकल चुकी है।

प्राथी ने दस्तावेजात प्रदर्श डब. 1 लकायत डब. 14 एवं विपक्षी ने एक दस्तावेज प्रदर्श एम-1 पेश किया है।

तथ्यों का सार जो हमारे द्वारा उक्त प्रकार से निकाला गया है, को प्राथी गोरेलाल के बयान दि. 10-1-02 तथा विपक्षी के डीलिंग कलर्क लक्ष्मीनारायण मीणा के बयान दि. 19-7-02 से पूर्ण समर्थन मिलता है। परियादी ने जिरह में स्वीकार किया है कि उसने माली का वैकल्पिक पद नहीं लिया वह कहता है कि मंडल रेल प्रबंधक ने उसे माली के पद के लिए ऑफर दी थी लेकिन उसने कहा था कि उसे तो रिटायर कर दो तथा उसके लड़के हरिपाल को नौकरी दे दो।

प्रार्थी के क्लेम का जवाब विपक्षी ने 11-3-99 को पेश किया था तथा सरलीमेंटी जवाब विपक्षी ने 29-5-01 को पेश किया था प्रार्थी द्वारा 27-3-00 को एक टिप्पणी हमारी न्यायालय में पेश की गयी थी उसका भी मैंने अवलोकन किया। उभय पक्ष द्वारा अपनी बहस का लिखित सारांश हमारे समक्ष पेश किया गया है उसका भी मैंने अवलोकन किया। प्रार्थी द्वारा अपने तर्क के समर्थन में इंडियन रेलवे एम्प्लॉयर्स एसोसिएशन के अनुच्छेद 2601 लगावत 2615 की फोटो कॉपीयां पेश की गयी हैं जिसका भी मैंने अवलोकन किया।

बी-1 कैटेगरी के लिए मेडिकली अनफिट पाये जाने पर प्रार्थी को दि. 29-1-97 को पहली बार सेवानिवृत्ति कर दिया गया था लेकिन 3-2-97 को यह सेवानिवृत्ति आदेश विपक्षी ने वापस ले लिया था इसके बाद 24-2-97 को प्रार्थी को सी-2 कैटेगरी में वैकल्पिक पद (माली) पर नियुक्ति के आदेश जारी किये गये थे। प्रार्थी ने अपने तीसरे लड़के को भी रेलवे में नौकरी मिल जाने के लालच में माली का पद स्वीकार नहीं किया जिस पर प्रार्थी की इच्छा अनुसार उसे 25-4-97 को उसे पुनः सेवा निवृत्त कर दिया गया था। दि. 2-3-93 प्रार्थी की जन्मतिथि होना विवादित नहीं है। तदनुसार भी प्रार्थी की रिटायरमेंट एज निकल चुकी है। इस प्रकार प्रकरण के कुल हालात में प्रार्थी संशोधित सेवानिवृत्ति आदेश दि. 25-4-97 को रिव्यू कराने का अधिकारी नहीं है। उसका यह क्लेम खारिज होने योग्य है।

परिणामतः प्रार्थी गोरिलाल का यह क्लेम अग्रणी मेडिल रेल प्रबंधक, अजमेर के विरुद्ध खारिज किया जाता है। विपक्षी रेल प्रशासन द्वारा गोरिलाल का सेवानिवृत्ति आदेश दि. 29-1-97 लिया जाकर 25-4-97 को उसे पुनः सेवानिवृत्ति दिये जाने की प्रक्रिया को किसी भी प्रकार से अनुचित या अवैधानिक नहीं कहा जा सकता है। अतः प्रार्थी द्वारा रेफरेंस में कोई राहत इस न्यायालय से पाने का अधिकारी नहीं है।

अतुल कुमार जैन, न्यायाधीश

नई दिल्ली, 17 अक्टूबर, 2003

का. आ. 3177.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 174/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2003 को प्राप्त हुआ था।

[सं. एल- 12012/181/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th October, 2003

S.O. 3177.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award Ref. 174/99 of

the Central Government Indus. Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure. in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 16-10-2003.

[No. L-12012/181/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer, Shri S.M. Goel

Case No. I.D. 174/99

Shri Chanchal Singh son of Janak Singh resident of House No. 157, Sector 157, Gura Teg Bahadur Nagar, Jammu (J & K.)

.....Applicant

Versus

The Chief General Manager, SBI, Local Head Office Sector 17-B, Chandigarh.

The Asstt. General Manager, (R.III) SBI, Zonal Office, 141-A/D, Gandhi Nagar Jammu (J. & K.)

....Respondents

APPEARANCES:

For the Workman : Shri R.P. Rana

For the Management : Shri P.K. Gupta

AWARD

(Passed on 23-9-2003)

The Central Govt. vide notification No. L-12012/181/99/IR(B-I) dated 13th of August 1999, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of SBI represented through its Chief General Manager, LHO, Sector 17-B, Chandigarh and Asstt. General Manager, 141-A/D, Gandhinagar Jammu in imposing punishment of dismissal from service upon Shri Chanchal Singh w.e.f 17-11-1987 vide order dated 8-8-1988 is just and legal? If not what other relief the workman is entitled ?

2. In the claim statement it is pleaded by the workman that he joined the bank on permanent post as messenger in the year 1973 and it is further pleaded that due to turmoil the applicant could not join his duties and had to extend the leave as there was no alternative way to reach the branch. It is also pleaded that when he reported back to the branch in the year 1991, the branch manager did not allow me to join Zonal Office also not allowed me to join the duties. In the year 1998 when I visited the bank I was told that the services of the applicant was dismissed from the bank. No charge sheet was served and also no formal order of dismissal served to the applicant. The action of the bank in dismissing the services of the applicant is arbitrary, therefore, liable to be set aside and the applicant is entitled for reinstatement in the service with full back wages and other benefits.

3. In written statement it is pleaded by the management that the workman committed an offence of theft and was prosecuted and convicted by the Judicial Magistrate Kargil and since the offence committed by the workman involved moral turpitude, therefore, he could not be retained in the service of the bank due to statutory bar imposed under Section 10 of the Banking Regulation Act and the workman was dismissed from service after giving him show cause notice and the dismissal orders were conveyed to him vide order dated 21-2-1989 and he was also paid his dues vide cheque dated 28-10-1998. It is pleaded by the management that the action of the management is fully of legal and justified and the workman is not entitled to any relief in the present reference and the same deserves rejection.

4. In evidence the applicant filed his own affidavit. Ex.W1. In cross-examination he admitted that there was a theft case against him and he was convicted vide judgement Ex.M1. In rebuttal the management produced Shri Ashok Kumar as MW1 who filed his affidavit Ex.M4. He deposed in his cross-examination that show cause notice was sent to the address of the workman which was not received back.

5. I have heard the learned representatives of the parties and have gone through the record of the case. I also pursued the order of Chief Judicial Magistrate Kargil dated 17-11-1987 vide which the workman was held to be guilty of theft and convicted U/S 380 of the Penal Code and punishment was suspended on the condition that he would furnish a bond of good behavior during the period of probation. It is admitted case of the parties that no appeal against this conviction order was filed by the

workman. Therefore, this order become final and the act of theft on the part of the workman involves moral turpitude, therefore, the bank has rightly dismissed the services of the workman and the bank has power to do so. Moreover the workman has not preferred any appeal and he was a convicted person. The argument of the learned counsel for the workman is that dismissal order was not received by the workman has no force in view of the admission of the workman that his address is correct and on that very address show cause notice was sent which was returned unserved. Therefore, this plea has no force that dismissal order was not received. The bank was well within its right to dismiss the service of the workman in view of his conviction in the theft case involving moral turpitude.

6. The learned counsel for the workman has further argued that the workman was dismissed from service on 8-8-1988 from back date i.e. 17-11-1987 and thus it is no dismissal order. On the other hand, the learned rep. of the bank has argued that the workman was dismissed from service from the date when the judicial magistrate passed the conviction order against the workman. I have no hesitation in holding that the bank was not right in passing the order from the back date i.e. 17-11-1987 vide order dated 8-8-1988. Therefore, the workman is entitled for the pay and other benefits from 17-11-1987 to 8-8-1988 when the order of his dismissal from service was passed. The management is directed to make the payment of his pay and allowance w.e.f. 17-11-1987 to 8-8-1988. But the workman is not entitled for reinstatement in the service of the bank in view of his conviction by the Chief Judicial Magistrate Kargil on 17-11-1987. The reference is thus answered accordingly.

7. The applicant has also filed an LCA No. 28/98 for claiming the pay and allowances w.e.f. 1989 alongwith 18% interest on the ground that he was not served with any dismissal order and he came to know this fact only in the year 1997. Since the LCA No. 28/98 is a corollary of I.D. No. 174/99 and as discussed the above I.D. 174/99 the relief has been denied to him w.e.f. 8-8-1988, therefore, the claim in the LCA No. 28/98 is also denied to him from 8-8-1988 onward. The copy of this award be placed in LCA No. 28/98. This award will equally operate in LCA No. 28/98 as an order in LCA 28/98. Central Govt. be informed.

Chandigarh

23-09-2003

S. M. GOEL, Presiding Officer.

नई दिल्ली, 17 अक्टूबर, 2003

का० आ० 3178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अरनाकुलम के पंचाट (संदर्भ संख्या 27/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2003 को प्राप्त हुआ था।

[सं. एल. 12011/3/95-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th October, 2003

S. O. 3178 .—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Ernakulam now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Reserve Bank of India and their workmen, which was received by the Central Government on 16-10-2003.

[No. L-12011/3/95-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT, LABOUR COURT,
ERNAKULAM

(IN THE LABOUR COURT, ERNAKULAM)

(Tuesday, the 29th day of July, 2003)

Present :

Smt. N. Thulasi Bai. B.A.L.L.B.

Presiding Officer

Industrial Dispute No. 27 of 1996 (Central)

Between

The Joint Controller, Exchange Control Department,
The Reserve Bank of India, Kochi-18.

And

The Workman of the above concern Sri. K. A. Biju,
Karuthedath, Ochenthuruth, Kochi. 2. Shri K. P. Dasan,
Kizhakkedath, Kumpalangi, Kochi-7.

Representation :

Sri. M.R. Sudheendran, :For workman
Advocate,
Ernakulam.

AWARD

This reference made by the Central Government as per order No. L-12011/3/95-IR (B-I.) dated nil. The dispute is between the management of Reserve Bank of India and their workmen Sri K.A. Biju and Sri K.P. Dasan. The dispute is:

“Whether the action of the management of Reserve Bank of India in terminating the services of Sri K. A. Biju and Sri K. P. Dasan w.e.f. 5-2-94 is justified? If not, to what relief they are entitled to?”

2. On receipt of notices issued from this court the workman appeared through counsel and the management represented by the Joint Controller, Exchange Control Department, Reserve Bank of India, Kochi and the Manager, Reserve Bank of India, Kochi and the Manager, Reserve Bank of India, Kochi and the Manager Reserve Bank of India Trivandrum were appeared through representative.

3. The workman filed a claim statement raising the following claims:—Petitioners were working as labourers on daily wages under the first opposit party, that is Reserve Bank of India, Kochi. Initially in 1986 they were engaged through contractors M/s Silpi Construction for the construction of staff quarters. Even after the construction work was over they were retained by the Bank and were engaged for taking settlement reading due to sinkage w.e.f. 4.9.90. They were paid wages through contractors during 4.9.90 to 13.1.1991. The petitioners came under the direct employment of the Reserve Bank of India w.e.f. 14.1.1991 and accordingly payment of wages was also made directly at the rate of Rs.40/- per day. They were being engaged on all working days and on holidays either of the petitioners used to be engaged and they were even engaged for night duty for which extra remuneration at the rate of Rs. 40/- was being paid. From, 1.9.1991 payment was made by cheque once in a month by calculating wages on daily wages. Thus the petitioners were being engaged from 1990 onwards for doing the work of plumbing, motor operation, noting of settlement reading due to sinkage and tilt reading maintenance of plumbing installations pumps etc. in building, officers quarters and staff quarters, pumping of sewage etc. They were regularly employed Till 4.2.1994 on which date their service was orally terminated. The work for which the petitioners were engaged are still available under the second respondent. In December 1993 the second respondent decided to entrust the work to contractors and invited quotations for carrying out the very same work which the petitioners were performing. Through the petitioners made representations requesting for retention and regularisation, they were terminated. So the petitioners approached the Honourable High Court of Kerala by filing O.P.528/94 and W.A. 277/94 which were ended in dismissal directing the petitioners to approach the appropriate forum. Immediately after the judgement in the O.P. the service of the petitioners was terminated. The oral termination of the petitioners amounts to retrenchment. Petitioners are workmen within the meaning of that term defined under Section 2 S of the Industrial Disputes Act. The retrenchment of the petitioners is null and void as it is in violation of Section 25F and H of the Industrial Disputes Act. notice or pay in lieu of notice was given to them. The fact that the work which the petitioners were doing is still available under the management that they required persons to perform the very same work and that they are employing others through contractors without giving opportunity to petitioners are sufficient to find that the management has resorted to unfair labour practice.

The engagement of contract labour itself is illegal. The petitioners who were in continuous service w.e.f. 14.1.1991 as workman under the respondents should not have been thrown out without following the procedure laid down in the Industrial Disputes Act. So the workmen prayed for passing an award declaring the termination of service of the petitioners as illegal and directing the management to reinstate the petitioners with back wages and to regularise them in service with all consequential benefits.

4. In the written statement filed by the management following contentions are seen raised :—The dispute is not an Industrial dispute within the meaning of Section either section 2K of Section 2A of the Industrial Disputes Act. The petitioners were engaged purely on casual basis for the specific work of tilt/level/settlement reading in the staff quarters. After completion of the work they cannot be engaged further. The non-engagement of the petitioners due to non-extension of contract by the respondent bank does not amount to retrenchment as it is exempted by Section 2 (oo) (bb) of the Industrial Disputes Act. The petitioners were not engaged in the bank on daily basis in accordance with recruitment procedure followed by the bank nor the petitioners had made any application to the bank for wait listing for the post of class IV staff-in for appointment. The bank has not made any advertisement for the recruitment in the bank nor the names were called for from the eligible candidates through Employment Exchange. They were not wait listed for any post in the bank thereby they cannot seek relief from the court for continuous in the bank thereby they cannot seek relief from the court for continuance in the bank.

5. Reserve Bank awarded the contract of construction of staff quarters at Kaloor to M/S Silpi constructions and the construction of staff quarters are almost completed by September 1990. While the contractors were continuing construction work of community hall in the quarters, the columns in the staff quarters had developed some tilt. The rectification of tilt/sinkage was being attended by the very same contractors M/s Silpi construction. The petitioners were engaged by the above contractors from 4-9-90 to 13-1-91. M/S Silpi construction stopped the work on 13-1-1991 and the bank took over the construction work by itself w.e.f. 14-1-1991. The petitioners were engaged on daily wages for the specific work of tilt/level reading of columns of Reserve Bank of India staff quarters, Kaloor for a daily wage of Rs. 40/- and they were liable to be terminated on completion of the work. Measurement of tilt/level/sinkage were not the regular items of work. The tilt reading was required to be attended only thrice a week that too for 2 to 3 hours a day. Such engagement did not confer any right on the petitioners to get regular employment in the Bank. When the work of tilt reading was complete the contract of engagement was not further extended by the Reserve Bank. The petitioners were not recruited under normal

recruitment procedure for engagement of class IV staff in the bank that is peons, sweepers, farask, Mazdoors etc. the management of Class IV in the Bank was being done by inviting applications through Employment Exchange from the candidates fulfilling eligibility criteria for the post and wait list is prepared after the candidates sponsored by Employment exchange are interviewed and found suitable for the post. In the present case no application was invited from the general public or from the petitioners nor the bank has enquired about the educational or technical qualifications of the petitioners nor any medical examination was done. The petitioners were engaged between 14-1-1991 to 1-2-1994 on certain occasions on daily wage basis mainly for the purpose of tilt reading. They were also allowed to attend some other work like maintainance, plumbing, sanitary repair, pumping of water etc. which were minor works in order to help the petitioner to earn some more money. The petitioners were paid wages at the rate of Rs. 40/- per day on the days for which they were engaged. As a matter of policy the work of maintainance relating to office and staff quarters is given to contractors for which regular employees were not engaged. So there was no need for the bank to continue the service of the petitioners. The systems of engaging persons on daily wages has been abolish in the bank pursuant to a settlement dated 23-7-1993 entered between recognised trade unions of class IV employees of the Bank and Reserve Bank of India. Thus the petitioner are not workmen and they are not entitled to get any relief from this court. the petitioners were terminated as the work in which they were mainly engaged has been completed thereby the termination does not amount to retrenchment. The maintainance work has been awarded to contractors as it does not require regular employee to attend the work. Thus it is clear that the petitioners are not entitled to get any relief as per the reference. So the management prays for passing an award rejecting the claim of the petitioners.

6. No rejoinder was failed by the workmen and for the purpose of this case evidence adduced from both sides which consists of the testimony of the first workman as WW1 and two witnesses for the management as MWS 1 & 2 and Exts. W1 to W4 and M1 to M6.

7. Thus the points arise for determination are:—

1. Whether Sri. K. A. Biju and K. P. Dasan involved in the present case are workmen as per Section 2 S of the Industrial Disputes Act?
2. Whether the dispute involved in this case is an industrial Dispute within the purview of the I.D. Act?
3. Whether the termination of service of the above employees amounts to retrenchment as provided in the I.D. Act?

4. Whether the action of the Reserve Bank of India in terminating the service of Sri. K. A. Biju and K. P. Dasan w.e.f. 5-2-1995 is justified?
5. The relief, if any, due to the workers involved in the present case?

8. Points :—The reference relates to termination of service of Sri. K. A. Biju and K. P. Dasan who were attending the work of taking settlement reading due to sinkage, plumbing, motor operation and tilt reading maintenance of plumbing installations, pumps etc. also pumping of sewage in the buildings in officers quarters and staff quarters of Reserve Bank of India, Kochi. Admittedly they were initially engaged by M/s. Silpi construction who was awarded the contract of construction of staff quarters for the Reserve Bank of India at Kaloor, Kochi. The construction of staff quarters was almost completed by September 1990. But the columns in the staff quarters have developed some tilt and its rectification was being attended by M/s. Silpi constructions and the workers here in were engaged by the contractors from 4-9-1990 to 13-1-1991. On which date M/s. Silpi constructions stopped the work. Thereafter the bank took over the construction work by itself and the present workers were engaged on daily wages w.e.f. 14-1-1991 for the specific work of tilt/level reading of columns of Reserve Bank of India Staff quarters, Kaloor for a daily wage of Rs. 40/-. It is not disputed that they were attending maintenance/sanitary repair, pumping of water etc. and such engagement continued up to 4-2-1994. According to the management the petitioners were engaged purely on casual basis for specific work of tilt/level/settlement reading in the staff quarters and on completion of the work the petitioner could not be engaged any more thereby it does not amount to retrenchment since it is exempted as per Section 2 (oo) (bb) of the Industrial Disputes Act. It is further contended that the petitioners were not engaged in the bank on daily wages in accordance with recruitment procedure followed by the bank on any application filed by them thereby they are not entitled to get regularisation in the bank. As a matter of policy the maintenance work like plumbing relating to officers and staff quarters was given to contractors thereby the engagement of the workers for the same is not necessary. The engagement of persons on daily wages has been abolished in the bank pursuant to a settlement dated 23-6-1993 between the recognised trade unions of class IV employees and Reserve Bank of India and the petitioners could not be regularised as per the settlement as they were not wait listed for daily wage employment. Thus according to the management the workers herein are not entitled to get any relief as per the reference. But according to the workers since they were continuously engaged by the management bank w.e.f. 14-1-1991 to 4-2-1994 their disengagement amounts to retrenchment and since the provisions of Section 25F of the Industrial Disputes Act are not complied with, the

retrenchment is illegal thereby they are entitled to reinstatement with backwages. It is also claimed by them that since they continued in service for more than 240 days in a year they are entitled to regularisation also.

9. In support of the argument the workman's counsel relied on the decision reported in 2002 (2) KLT S.N. 89 (case No. 104) (Indian Overseas Bank Vs. Industrial Tribunal) wherein it was ruled that since the employee was working for more than 240 days in a year his termination of service without complying with Section 25F is illegal. Facts of the case in the above decision is not available to consider whether it is applicable to the facts and circumstances of the present case. Further the employee referred in the decision was a temporary bank employee whereas the workers involved in the present case were not bank employees but they were workers engaged by the bank to carry out certain works in the buildings owned by the bank. It is not disputed that Sri. K. A. Biju and Shri K. P. Dasan, workers involved in the reference, were not recruited by the bank following the Bank's Recruitment procedure. They were not employed against any regular vacancies in the bank and they were not wait listed for considering for temporary engagement or for regular appointment. But they were actually workers of the contractor who was awarded the contract work for the construction of staff quarters at Kochi for the Reserve Bank of India. As the contractors stopped the work on 13-1-1991 the bank directly took over the construction and maintenance work and the present workers were engaged on daily wages w.e.f. 14-1-1991 for the specific work of tilt/level reading of columns of the staff quarters for a daily wage of Rs. 40/-. Since the engagement was for three days in a week, that for 2 to 3 hours per day the workers were engaged for some other maintenance work also so as to provide more benefit to the workers. The above action of the bank was rectified by the head office as per Ext. M6 Fax message dated 29-1-1991. As per Ext. M6 the two persons were allowed to be engaged at the existing payment of Rs. 40/- per day when their services are required for taking levels and tilt readings of the blocks. It was required not to execute any contract agreement with them. Ext. M1 circular dated 23-7-1988 shows the Bank's procedure to get list of candidates from the Employment Exchange for preparation of waiting list of suitable candidates for filling up the vacancies of class IV employees in the Bank. Ext. M2 is a circular dated 2-5-1995 by which enhanced educational qualifications was prescribed for class IV employees. Ext. M3 is the copy of circular dated 31-5-1988 by which verification of character and antecedents by police was made applicable to candidates for recruitment in class III and IV also. Ext. M4 is the copy of circular dated 16-4-1990 by which conduct of pre-recruitment medical examination was made applicable to candidates to

various posts in the bank. Ext. M5 is the copy of memorandum of settlement dated 23-7-1993 entered between the management of Reserve Bank of India and all India Reserve Bank Workers Federation representing the workers by which it was agreed to discontinue the arrangement or practice of engaging persons on daily wages purely on temporary and adhoc basis in class IV in various cadres. It was argued by the workmen's counsel that since the present workers were working under the Bank for more than 2 years at the time of settlement their claim for regularisation also can be construed in accordance with Ext. M5. But the above claim of the counsel cannot be allowed as the temporary and casual labourers referred in Ext. M5 were workers who were wait listed for consideration to temporary work and casual work by following the recruitment procedure of the work. The propriety of Ext. M5 settlement was upheld by the Honourable Supreme Court in the decision in Civil Appeal No. 7407/199 in M.G. Datania & Others Vs. Reserve Bank of India & Others. Disengagement of temporary employees working on daily wages who were engaged on the basis of need of work cannot be construed as retrenchment under the I.D. Act is the position referred by the Honourable Supreme Court in the decision reported in AIR 1997 S.C. 3657 (Himanshu Kumar Vidyarthi Vs. State of Bihar). It is also ruled by the Honourable Supreme Court that engagement of employees on daily wages without advertising or sending requisition to Employment Exchange and not following the selection process or the relevant rules of procedure amounts to back door entry. The bank being a statutory body is bound to adhere to the rules for making appointment. Without undergoing selection process the petitioners cannot claim any regularisation. Those who enter through back door can be shown exit through back door. (Vinesh Kumar Vs. N.C.T. of Delhi and others). It is evident from Exts. W3 and 4 that the maintenance work, plumbing and sanitary installations, pumping operations, taking settlement and tilt reading of blocks in staff quarters etc. are being carried out through contractors by inviting competitive tenders. The bank is within its authority in the matter of engagement of contract labourers in carrying out the work as it is not prohibited under the contract labour (Regularisation and Abolition) Act, 1970. In view of the earlier referred decisions rendered by the Honourable Supreme Court the decisions cited by the workman's counsel which was rendered by the High Court of Rajasthan, High Court of Punjab and Haryana and High Court of Madhya Pradesh have no application in the present case. So also the decision report in (1985) 2 S.C.C. 136 has no application in the facts and circumstances of the present case. As the workers involved in the present case were engaged for attending a specific work in the quarters and office building owned by the bank they cannot be treated as employees of the Bank thereby workmen coming within the purview of the Industrial Disputes Act. So their disengagement cannot be treated as retrenchment under the I.D. Act. Thus

considering the facts and circumstances of the present case it cannot be found that the action of the management of Reserve Bank of India in terminating the services of Sri. K. A. Biju and K. P. Dasan w.e.f. 5-2-94 is unjustified thereby they are not entitled to get any relief as per the reference. Points are answered accordingly.

In the result, an award is passed finding that the action of the management of Reserve Bank of India in terminating the services of Sri. K. A. Biju and Sri K. P. Dasan w.e.f. 5-2-94 is justified thereby the workers are not entitled to get any relief as per the reference.

This award will take effect one month after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 29th day of July, 2003.

Ernakulam.

N. THULASIBAI, Presiding Officer

APPENDIX

Witness Examined on the side of the Management :

MW1—Sri. N. Schachala

MW2—Sri. Ravi. R. Shenoy.

Witness examined on the side of the workman :

WW1—Sri. Biju.

Exhibits marked on the side of the Management :—

Ext. M1—Bank's circular dated 23rd July, 1988 regarding notification of vacancy to Employment Exchange.

Ext. M2—Bank's circular 2nd May, 1995 regarding enhancement of qualification.

Ext. M3—Bank's circular dated 31st May 1988 regarding verification of character.

Ext. M4—Bank's circular dated 16th April 1990 regarding Medical examination.

Ext. M5—Memorandum of settlement dated 23rd July 1993 between the Board and Worker's Federation.

Ext. M6—Telex message No. Rd. 5209 dated 29th January 1991 regarding settlement and tilt reading

Ext. marked the side of the workman :

Ext. W1—Photocopy of Judgement of W.A. No. 277/1994 of Kerala High Court.

Ext. W2—Photocopy of schedule of amount received from the Bank.

Ext. W3—Quotation issued by the Bank.

Ext. W4—Quotation issued by the Bank dated 31-1-98

नई दिल्ली, 17 अक्टूबर, 2003

का० आ० 3179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 57/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2003 को प्राप्त हुआ था।

[सं. एल. -12011/11/97-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th October, 2003

S. O. 3179.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 57/98) of the Industrial Tribunal/Labour Court Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 16-10-2003.

[No. L-12011/11/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : SHRI S. N. GOEL

CASE NO. ID 57/98

Suraj Parkash Trikha C/o General Secretary, SBI Staff Congress, H. N. 1304, Sector-22-B, Chandigarh.

... Applicant

Versus

The Regional Manager, State Bank of India, R. I. Zonal Office Punjab, Sector-17, Chandigarh.

APPEARANCES:

FOR THE WORKMAN: Shri J. G. Verma

FOR THE MANAGEMENT : Shri V. K. Sharma

AWARD

(PASSED ON 9-10-2003)

The Central Govt. vide notification No. L-12011/11/97-IR(B.1) dated 4th of March 1998 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the Regional Manager, State Bank of India, Regional Office, Sector-17, Chandigarh dismissal of services of Shri Suraj Parkash Trikha from the bank w. e. f. 7-8-96 is justified or Not? If so, what relief the workman is entitled to?”

2. In the claim statement it is pleaded by the workman that on 21-10-1992 the workman was officiating as officer

JMG. Scale-I on current account seat one person who was having a withdrawal dated 20-10-92 signed by Laljit Singh on this account AGR5 came to the workman advising that he had been sent by Shri Vipin Vats and wanted that he be helped in getting the payment of the said withdrawal. The applicant recorded the name of Vipin with lead pencil in his scrole, and since his scrole was already closed so the applicant requested Mrs. Swarn Kanta Arora who was officer incharge of saving Bank seat to pass the voucher and get the payment made. On 20-11-1992 the customer Laljit Singh reported to the bank on 21-10-92 that somebody had fraudulently withdrawn the payment of Rs. 25,000/- from his account. The applicant was on leave and the official of the bank name to his residence and advised him about the fraudulent payment and he then that the payment was received by one Sh. Harnam Singh. Because of his statement the Branch Manager and the Secretary of the Union cooked up a story of heaving found the said withdrawal from the pocket of the applicant after about one month of the payment. After Inquiry by Laljit Singh it revealed that Harnam Singh fraudulently withdrew the money from the account of Laljit Singh. The said Laljit Singh also informed the bank that it had been found that Money was withdrawn by his servant who had paid back the money through the workman and same was deposited in the bank. The Management conducted the inquiry against the workman into the charges vide chargesheet dated 24-4-93. The Inquiry Officer Sh. K. P. Sharma conducted the inquiry in utter disregard to the law and procedure of departmental inquiry which was against the principle of Natural Justice. The inquiry officer had not given proper opportunity for the defence of the workman. The inquiry officer also did not consider the pleadings of the workman. The findings arrived at by the Inquiry Officer were not based on any evidence or document. The applicant pleaded that the inquiry be quashed and workman be directed to be reinstated with full backwages and other benefits.

3. The Management has pleaded in Written Statement that the applicant himself had fraudulently withdrawn the amount from the account of Laljit Singh forging the signatures of the account holder and lateron deposited the amount under by his own signatures in the account of Laljit Singh on 3-12-1992. The enquiry officer had conducted the enquiry in fair and proper manner and in accordance with the principle of natural justice. The disciplinary authority also gave show cause notice to the workman for the proposed punishment and the appellate authority also dismissed the appeal of the workman after considering all the points raised by the workman. The punishment imposed upon the workman was also reasonable and the workman is not entitled to any relief and reference deserves rejection.

4. The management has also placed on file the complete record of the enquiry proceedings and other

related documents. Both the parties have also placed on record their affidavits in support of their respective pleadings. As the workman has challenged the correctness of the enquiry proceedings and fairness of the same, arguments were heard on the fairness of the enquiry proceedings conducted by the enquiry officer.

5. The learned counsel for the workman has argued that the enquiry officer had conducted the enquiry in partial manner and not in accordance with the principle of natural justice. The workman was not allowed proper and fair opportunity to defend himself. The learned counsel for the workman has also argued that the enquiry officer gave his findings without considering the material and evidence on record and the findings of the enquiry officer are perverse. The learned counsel argued that the fraud was committed by the servant of the account holder and the workman had nothing to do with the withdrawal of Rs. 25000/- The learned counsel has also argued that the said account holder Laljit Singh also filed his affidavit to this effect in this Tribunal stating therein that his servant Harnam Singh had forged his signatures and withdrew an amount of Rs. 25000/- from his account and Suraj Parkash Trikha was innocent. On the other hand the learned representative of the management has argued that the enquiry was conducted by the bank in a fair and proper manner and the workman was afforded full opportunity of defence during the enquiry proceedings. The charge of fraud was proved against the workman during the enquiry proceedings. The show cause notice of the proposed punishment was also given to the workman and the appellate authority also considered all the pleadings of the workman before dismissing his appeal. The learned representative further argued that the affidavit now filed in this Tribunal is of no value as it is an after thought and there is no explanation as to why this witness was not presented by the workman during the enquiry proceedings. The learned counsel for the management has also referred the following case laws:

1999 AIR S. C. 625 Apparel Export Council Vs. A. K. Chopra.

1996 AIR 1232 State of Tamil Nadu Vs. S. Subramaniam.

2001 Lab. IC 2671 A Ballah David Vs. Central Bank of India.

It is further argued on behalf of the management that once a finding of fact based on appreciation of evidence are recorded the court may not interfere with those factual findings unless it finds that the recorded findings were based either on no evidence or that the findings were wholly perverse.

6. The learned counsel for the workman also relied on the following case laws:

AIR 1984 S. C. 1805 Rajender Kumar Kindra Vs. Delhi Admn.

AIR 1985 S. C. 1121 Anil Kumar Vs. Presiding Officer.

2000 (4) RSJ 512 Kumaon Mandal Vikas Nigam Vs. Girja Shankar Pant and Others.

It is further argued on behalf of the workman that during the enquiry the guilt of the workman was not proved and this Tribunal is competent to consider the findings of fact recorded during the enquiry proceedings.

7. I have given thoughtful consideration to the arguments of the learned representatives of both the parties and have also gone through the complete enquiry proceedings. The enquiry officer had conducted the enquiry in detail and the applicant has not drawn my attention to any proceeding where by I may hold that the enquiry officer had not allowed him the opportunity to prove his innocence. He was allowed to cross-examine the witnesses of the management. He was also allowed to produce his own witnesses and documents as evidence, enquiry which were examined and cross-examined during the enquiry proceedings. The workman was given show cause notice before the punishment and his appeal was also decided after considering all the submissions of the workman. Therefore, I have no hesitation in holding that the enquiry officer had conducted the enquiry in fair and proper manner and the principle of natural justice were not infringed in the conduction of the enquiry proceedings.

8. The argument of the learned counsel for the workman that the account holder now has filed his affidavit stating therein that it was his servant who fraudulently withdrew Rs. 25000/- for his account and the applicant Suraj Parkash Trikha is innocent, can not be of any help to the applicant as the same can not be considered during the proceedings in this Tribunal as this Tribunal can not sit in appeal over the findings of fact arrived at during the enquiry proceedings. The workman had not produced this witness during the enquiry proceedings and his affidavit in this Court is of no help, therefore, I find no merit in the argument of the learned counsel for the workman.

9. The learned counsel for the workman has further argued that in the circumstances of the present case, the penalty of dismissal from service is very harsh and disproportionate to the gravity of the misconduct and this Tribunal should interfere with the punishment aspect of this case. The Hon'ble Supreme Court in the case of UCO Bank Vs. Hardev Singh decided on 18-2-2002 has held that one expect the higher standard of honesty and integrity and to say that the embezzlement is not intentional would be gross understatement, the least to that the decision of the High Court to direct reinstatement was uncalled for. Thus taking into consideration the judgement of the Hon'ble Supreme Court the interference of this Tribunal U/s11-A is uncalled for.

10. In view of the discussion made above, I find no merit in the present reference and the same is returned against the workman. Central Govt. be informed.

Chandigarh.

9-10-2003

S.M. GOEL, Presiding Officer

नई दिल्ली, 21 अक्टूबर, 2003

का० आ० 3180.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2003 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले की प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (i) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला तथा तालुक कोट्टयम के राजस्व ग्राम करूकाचल के अधीन आने वाले क्षेत्र”।

[सं. एस-38013/38/03-एस एस-1]

संयुक्ता राय, अवर सचिव

New Delhi, the 21st October, 2003

S. O. 3180.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2003 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

"The areas within the Revenue village of Karukachal in Kottayam Taluk & District".

[No. S-38013/38/2003-SS.I]

SANJUKTA RAY, Under Secy.

नई दिल्ली, 21 अक्टूबर, 2003

का० आ० 3181.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2003 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4

(44 व 45 धारा के सिवाय जो पहले की प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (i) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला त्रिशूर के मुकुन्दपुरम तालुक के तोट्टिपाल और वरान्दरा-पिल्ली के अधीन आने वाले क्षेत्र”।

[सं. एस-38013/37/03-एस.एस.-1]

संयुक्ता राय, अवर सचिव

New Delhi, the 21st October, 2003

S. O. 3181.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2003 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

"Thottippal and Varandarapilly in Mukundapuram Taluk of Thrissur District".

[No. S-38013/37/2003-SS.I]

SANJUKTA RAY, Under Secy.

(उत्प्रवास प्रभाग)

नई दिल्ली, 28 अक्टूबर, 2003

का० आ० 3182.—केन्द्रीय सरकार, एतद्वारा, उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा-3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्रम मंत्रालय में श्री मनोज कुमार सिंह, केन्द्रीय सचिवालय सेवा संचर्ग के अनुभाग अधिकारी को 13 अक्टूबर, 2003 (अपराह्न) से उत्प्रवास संरक्षी-II, दिल्ली के रूप में नियुक्त करती है।

[सं. एस-13011/1/2003-उत्प्रवास]

अशोली चलाई, अवर सचिव

(Emigration Division)

New Delhi, the 28th October, 2003

S. O. 3182.—In exercise of the powers conferred by Section 3, Sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri Manoj Kumar Singh, Section Officer of the CSS cadre of Ministry of Labour, as Protector of Emigrants-II, Delhi with effect from 13th October, 2003 (Afternoon).

[No. S-13011/1/2003-Emig.]

ASHOLI CHALAI, Under Secy.